



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody, County Courthouse, Galveston, Texas 77550 (409) 766-2244

Mark Henry  
County Judge

Patrick Doyle  
Commissioner, Precinct 1

Kevin O'Brien  
Commissioner, Precinct 2

Stephen Holmes  
Commissioner, Precinct 3

Ken Clark  
Commissioner, Precinct 4

### **AGENDA**

**September 18, 2012 – 9:30 A.M.**

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

### **REGULARLY SCHEDULED MEETING**

#### **Pledge of Allegiance and Invocation**

- \*1. Submitted by the County Auditor's Office:
  - a. Approval of Accounts Payable Checks dated 9/11/12 and 9/18/12.
  - b. Order for Payroll period ending 9/12/2012 Bi-Weekly #19.
  - c. Reports for the surprise cash counts that were performed in the period of 8/24-31/2012:
    - Constable, Precinct 1
    - Constable, Precinct 2
    - Constable, Precinct 3
    - Constable, Precinct 4
    - Constable, Precinct 5
    - Constable, Precinct 6
    - Constable, Precinct 7
    - Constable, Precinct 8
- \*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #18, August 16 – 29, 2012* submitted by Human Resources.
- \*3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company* providing utility service to Galveston County.
- \*4. Receive and file a *contract between High Island ISD and the County Clerk's Elections*

*Division* for election services in the November 2012 election.

- \*5. Receive and file *notice of settlement of property damage claim of Joe Willis* submitted by County Legal.
- \*6. Receive and file *notice of settlement of property damage claim of Rita Welch* submitted by County Legal.
- \*7. Receive and file *RFP #B122029 Substance Abuse Treatment Services* submitted by the Purchasing Agent.
- \*8. Receive and file *Amendment to Contract for Procurement Card Services* submitted by the Purchasing Agent.
- \*9. Receive and file *Application, Appointment & Oath of Office for Deputy* submitted by Constable Michael Montez, Precinct 5.
- \*10. Receive and file *Approval of Personnel Assignments for the Central Counting Station and Ballot Resolution Board* for the November 2012 election submitted by the County Clerk.
- \*11. Receive and file *Reaffirmation of the County's Election Worker Compensation Policy*, making it permanent for all election cycles for which the County is responsible submitted by the County Clerk.
- \*12. Receive and file *Extension of Agreements between Service Provider and the County of Galveston Community Supervision and Corrections Department (CSCD)*.
  - a. Adult Psychiatric Center, Dr. Tirandaz
  - b. San Jacinto Mental Health, Rosslyn N. Granger
  - c. Rosenberg Clinic, Collier M. Cole, PhD
- \*13. Receive and file *Bank Contracts authorizing the County Judge to sign* submitted by the County Treasurer.
- \*14. Consideration of a *standard demolition request for a tax foreclosed property* submitted by Nuisance Abatement.
- \*15. Consideration of acceptance of a *MOU between First Battalion, Fifth Special Forces Group (Airborne) and Galveston County* for the period expiring September 30, 2012 for the non-exclusive use of any county owned park for Operation Volckmann Shadow submitted by the County Judge.
- \*16. Consideration of accepting *right of way deed and lien release on Parcel 127* required

for the F.M. 646 Project submitted by Right of Way.

- \*17. Consideration of a *Resolution Honoring Thomas Doyle for Achieving the Rank of Eagle Scout* submitted by County Legal.
- \*18. Consideration of an *Order Designating the First Tuesday of Each Month as the Regular Term of the Galveston County Commissioners Court* submitted by County Legal.
- \*19. Consideration of an *Order setting Civil Citation Fees to be charged by the Galveston County Sheriff and Constables for Calendar year 2013* submitted by County Legal.
- \*20. Request for *Waiver or Refund of Penalty and Interest due to a Clerical Error* submitted by the Tax Assessor Collector:

<b>Name:</b>	<b>Account #:</b>	<b>Year:</b>	<b>Amount:</b>
Richard and Linda Clark	3760-0001-0034-000	2011	\$ 63.93
David Kerner	6445-0000-0014-000	2011	\$ 184.16
Frank & Louise Benavidez	5870-0010-0008-000	2011	\$ 115.91
West Point Missionary	3510-0014-0007-002	2000	\$ 24.68
Baptist Church	3510-0014-0007-002	2005	\$ 291.20
	3510-0014-0007-002	2006	\$ 63.35
	3510-0014-0007-002	2007	\$ 13.36
	3510-0014-0007-002	2008	\$ 15.28
	3510-0014-0007-002	2009	\$ 7.58

- \*21. Consideration of *requests for Tax Refunds in Excess of \$2,500.00* requested by the Tax Assessor/Collector.

<b>Account Number:</b>	<b>Amount:</b>	<b>Reason:</b>
3489-0003-0017-000	\$ 3,083.57	Over Payment
8600-0684-5076-000	\$ 6,395.59	Over Payment
3835-0000-0061-000	\$ 5,069.88	Over Payment
7249-1001-0002-000	\$ 3,000.00	Over Payment

## 22. Architect

- a. Consider the following Change Orders to Trade Contracts on the Animal Resource Center:
  - 1. Consideration of Change Order #01 to Proposal # B101051 Mitchell Chouke Plumbing on the Animal Resource Center to increase the Contract sum by \$1,513.13.
  - 2. Consideration of Change Order #02 to Proposal # B101052 Treadwell Electric Inc. on the Animal Resource Center to increase the Contract sum by \$4,871.00.

- b. Consider Final Payment application to Ardent Construction for the Animal Resource Center.
- c. Consider the following Change Order to Trade Contract on Mid County Annex.
  - 1. Consideration on Change Order #01 to Proposal #B111054 TNT Signs and Graphics on the Mid County Annex to increase the Contract sum.

23. **Commissioner, Precinct 1**

- a. Consider recommending awarding a contract on the following RFQ presented by the Purchasing Agent:
  - 1. RFQ #B121015 Delinquent Property Tax Collection Services

24. **Commissioner, Precinct 3**

- a. Consideration of approving a resolution requesting that the GLO adhere to the Galveston County Commissioners Court's first choice for grant administrator, URS Corporation, as being the most appropriate to operate the Round 2 housing recovery program as unanimously agreed to by the Commissioners Court on Dec. 6, 2011.
- b. Consideration of modification of fees charged by the Galveston County Road and Bridge Department to nonprofit organizations constructing single family homes for installation of culverts in the right of way adjoining a private residence to 50% of the normal fee charged for such installation.

25. **County Engineer**

- a. Consideration of application from John Craig Lang and Geralyn C. Lang to convey portions of Lots 11, 12 and 13 of Blalock Subdivision on Bolivar Peninsula by metes & bounds without revising the plat.
- b. Consideration of application from Linda Marie Atkinson to convey portions of the "unrecorded" west part of Stingaree Addition No. 1 on Bolivar Peninsula by metes & bounds without revising the plat.

26. **County Legal**

- a. Consideration of Execution of a Resolution Naming a Portion of State Highway 87 in Galveston County, Texas as the Jane Long Memorial Highway.
- b. Consideration of no objection to Ford Nassen Baldwin representing Magnum in its dispute with Boyer.



27. **Facilities**

- a. Consideration of renewal of Annual Maintenance Agreement for Control Screening to provide service on x-ray equipment at Justice Center/Courts Bldg. and Galveston County Jail.

28. **Human Resources**

- a. Consideration of adoption of TCLEOSE Certification Pay Program.

29. **Information Technology**

- a. Consideration of approval of the following contracts and renewals.
  - 1. Comcast      Point to Point upgrade      \$ 39,600.00
  - 2. Comcast      1 year MPLS      \$ 166,792.80
  - 3. UDI      Hardware Maint. Renewal for Data Domain      \$ 6,000.00
  - 4. Mobile Wireless      Net Motion renewal for VPN Access      \$ 11,546.00
  - 5. Oracle      Maint. renewal for Tape Library      \$ 2,879.18
  - 6. Intech      VmWare Site Recovery Manager for DR      \$ 10,016.00

30. **Purchasing**

- a. Consider recommending awarding a contract on the following RFP & Bid:
  - 1. Bid #B122031      Casebinder File Folders
  - 2. RFP #B122032      Self Funded Workers Compensation Administration
  - 3. Bid #B122035      Cement Stabilized Crushed Concrete Base
  - 4. RFP #B121028      General Construction Llewellyn Building Renovation
  - 5. RFP #B121029      Elevator Llewellyn Building Renovation
  - 6. RFP #B121030      Plumbing Llewellyn Building Renovation
  - 7. RFP #B121032      Electric Llewellyn Building Renovation
- b. Consider cancelling and authorize a re-bid and/or authorize a Cooperative

Purchasing process the following RFP:

1. RFP #B121031      Air Conditioning Llewellyn Building Renovation
- c. Consideration to utilize the Department of Information Resources (DIR) to purchase PowerEdge M610 Blade Server.
- d. Consider authorizing the Purchasing Agent to advertise for a Request for Qualification (RFQ) for the following services:
  1. Arbitrage Rebate and Yield Restriction Services
  2. Financial Advisory Services
  3. Cost Allocation Plan Services
  4. Auditing and Related Services
31. **Road and Bridge**
  - a. Consideration of authorizing execution of the General Land Office Contract Renewal for the Beach Maintenance Reimbursement Program for FY2013.
32. **Sheriff**
  - a. Consideration of a support agreement for access to TCLEDDS Assistant system.
33. **Tax Assessor Collector**
  - a. Consideration of approving a contract for file transfer protocol of agreement with Prosperity Bank.
34. **Finance and Administration**
  - a. Consideration of Budget Amendments:
 

<b>Fiscal Year:</b>	<b>Amendment #:</b>	<b>Description:</b>
2012	12-076-0918-A	<b>County Extension</b> – Request to transfer budget from Supplies and Materials, Postage and Travel and Education to Temporary Help to cover expenditures through the end of the fiscal year 2012.
2012	13-001-0918-A	<b>County Extension</b> – Request to

transfer budget from Salaries, Fringe Benefits and Budgeted Reserves to Temporary Help and Fringe Benefits to cover expenditures through the fiscal year 2013.

2012

13-002-0918-B

**Finance and Administration –**  
Request to transfer budget from General Government - Certification Pay and Fringe Benefits to General Government, District Attorney, and Constables – Salaries, and Fringe Benefits to cover expenditures through the fiscal year 2013.

### **Appearances before Commissioners Court**

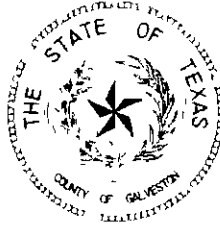
A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court member to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

\*\*\*

AGENDA

ITEM

#1



## THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
**County Auditor**

**Ron Chapa, CPA**  
**First Assistant, Director of Auditing**

**Jeff Modzelewski, CPA**  
**First Assistant, Director of Accounting**

**First Assistant, I T Systems**  
**LaToya Jordan**

Honorable Judge Mark Henry  
And Members of the Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas

September 18, 2012

I hand you the following items for action at the meeting of Commissioners' Court

Approval of Accounts Payable Checks dated 9/11/12 and 9/18/12

Order for Payroll period ending 9/12/2012 Bi-Weekly #19

Reports for the surprise cash counts that were performed in the period of 8/24-31/2012

- Constable, Precinct 1
- Constable, Precinct 2
- Constable, Precinct 3
- Constable, Precinct 4
- Constable, Precinct 5
- Constable, Precinct 6
- Constable, Precinct 7
- Constable, Precinct 8

Cliff Billingsley  
County Auditor

AGENDA

ITEM

#1a

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00000475</b>	<b>Payee Name: CLASSIC AUTOPLEX GALVESTON</b>	
74270	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	220 85
74309	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	389 13
<b>Warrant Total:</b>		<b>609.98</b>
<b>Warrant #: VW 00000476</b>	<b>Payee Name: GALVESTON NEWSPAPERS INC</b>	
300780225	1101151800 - 5493101 Purchasing Agent - Legal Advertising	533 00
300780249	1101151300 - 5493101 County Auditor - Legal Advertising	1,032 19
300781415	1101151800 - 5493101 Purchasing Agent - Legal Advertising	538 12
300781476	1101151800 - 5493101 Purchasing Agent - Legal Advertising	548 36
MAY 31, 2012	1101151300 - 5493101 County Auditor - Legal Advertising	903 79
<b>Warrant Total:</b>		<b>3,555.46</b>
<b>Warrant #: VW 00359553</b>	<b>Payee Name: A BEE BUSTER</b>	
14286	1101522020 - 5428000 Parks Department - Grounds Maintenance	200 00
<b>Warrant Total:</b>		<b>200.00</b>
<b>Warrant #: VW 00359554</b>	<b>Payee Name: ABL MANAGEMENT INC</b>	
19009012012	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,136 21
<b>Warrant Total:</b>		<b>18,136.21</b>
<b>Warrant #: VW 00359555</b>	<b>Payee Name: ABY MANUFACTURING GROUP INC</b>	
0082506IN	1101223400 - 5310000 Constable Pct #4 - Fullen - Supplies and Materials	41 73
<b>Warrant Total:</b>		<b>41.73</b>
<b>Warrant #: VW 00359556</b>	<b>Payee Name: ADOBE TITLE LLC</b>	
867819	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00359558</b>	<b>Payee Name: AIREY, MELANIE</b>	
11CP0078	1101127100 - 5310000 District Attorney - Supplies and Materials	46 00
<b>Warrant Total:</b>		<b>46.00</b>
<b>Warrant #: VW 00359560</b>	<b>Payee Name: ALERT ALARM BURG AND FIRE PROT INC</b>	
123436	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	275 00
704207	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
704671	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704672	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704681	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704691	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704717	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704732	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704733	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704760	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	10 00
704830	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	10 00
704873	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704878	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704879	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
704880	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
705033	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705034	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
705035	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705038	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705043	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705459	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
705494	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
705528	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
705545	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
705560	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
705596	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
705604	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
705654	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
705663	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85 00
705669	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200 00
705683	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
705688	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
705712	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	225 00
705718	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
705720	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	90 00
705733	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
705734	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
705746	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
705749	1101170100 - 5412094 Facilities Srvs & Maintenance - CareHere Clinic Expenditu	70 00
705754	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
705766	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
705817	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
705822	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705829	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	230 00
705873	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
705903	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
705936	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705937	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705948	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
705979	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
<b>Warrant Total:</b>		<b>4,660.00</b>

**Warrant #: VW 00359563**

**Payee Name: AMERSON, RODGER DAN**

11CV0407 122911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	200 00
<b>Warrant Total:</b>		<b>200.00</b>

**Warrant #: VW 00359564**

**Payee Name: ARRENDONDO, LINDSAY**

082812 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
082912 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
083112 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
8/27/12 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
<b>Warrant Total:</b>		<b>886.48</b>

**Warrant #: VW 00359566**

**Payee Name: ATTAWAY, ANGELA**

9/06/12 SRVC	1101127100 - 5481000 District Attorney - Contract Service	480 00
<b>Warrant Total:</b>		<b>480.00</b>

**Warrant #: VW 00359568**

**Payee Name: BARNETT, STEPHANIE B**

11CR3222 073012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	214 50
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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

<u>Invoice Number</u>	<u>Account Info</u>		<u>Amount</u>
<b>Warrant Total:</b>			<b>214.50</b>
<b>Warrant #: VW 00359569</b>	<b>Payee Name: BAY OIL CO CORP</b>		
206624	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense		6,389 81
209607	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense		2,097 88
<b>Warrant Total:</b>			<b>8,487.69</b>
<b>Warrant #: VW 00359570</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>		
0855000544349	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service		79 87
0855000544536	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service		63 49
0855000545325	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service		223 22
<b>Warrant Total:</b>			<b>366.58</b>
<b>Warrant #: VW 00359571</b>	<b>Payee Name: BLOOM, GERSON D</b>		
11CR0154 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts		357 50
<b>Warrant Total:</b>			<b>357 50</b>
<b>Warrant #: VW 00359573</b>	<b>Payee Name: BONO, JONI</b>		
082412 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts		1,380 00
<b>Warrant Total:</b>			<b>1,380.00</b>
<b>Warrant #: VW 00359575</b>	<b>Payee Name: BOSWORTH PAPERS INC</b>		
1299416	1101159100 - 5310000 Information Technology - Supplies and Materials		62 10
1324939	1101159100 - 5310000 Information Technology - Supplies and Materials		299 99
<b>Warrant Total:</b>			<b>362.09</b>
<b>Warrant #: VW 00359576</b>	<b>Payee Name: BRIGGS, LYNETTE</b>		
AUG 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts		1,800 00
JAIL DKT 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts		950 00
<b>Warrant Total:</b>			<b>2,750.00</b>
<b>Warrant #: VW 00359578</b>	<b>Payee Name: BROWN, ADAM BANKS</b>		
20124107CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees		39 00
<b>Warrant Total:</b>			<b>39.00</b>
<b>Warrant #: VW 00359579</b>	<b>Payee Name: C JOHNNY ON THE SPOT INC</b>		
2679	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2681	1101610200 - 5481000 County Extension - Contract Service		60 00
2695	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		160 00
2696	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2697	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2698	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		160 00
2699	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2700	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2701	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2702	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2703	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2704	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2705	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2706	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		80 00
2707	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		70 00
2708	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans		70 00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>1,400.00</b>
<b>Warrant #: VW 00359581</b>	<b>Payee Name: CANON BUSINESS SOLUTIONS INC</b>	
4007535948	1101159100 - 5423000 Information Technology - Maint/Repairs Equipment	28 41
<b>Warrant Total:</b>		<b>28.41</b>
<b>Warrant #: VW 00359582</b>	<b>Payee Name: CAPITAL GRAPHICS INC</b>	
110618	1101114030 - 5499201 Election Expense - Election Expense	1,197 00
<b>Warrant Total:</b>		<b>1,197.00</b>
<b>Warrant #: VW 00359583</b>	<b>Payee Name: CASTILLO, MARK A</b>	
322117 083112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	659 75
<b>Warrant Total:</b>		<b>659.75</b>
<b>Warrant #: VW 00359584</b>	<b>Payee Name: CEASER, KENDRIC</b>	
12CR1600 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	552 50
<b>Warrant Total:</b>		<b>552.50</b>
<b>Warrant #: VW 00359586</b>	<b>Payee Name: CLARK, DIANE</b>	
10FD0743 083112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	162 50
11CR3248 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
324507 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>763.75</b>
<b>Warrant #: VW 00359587</b>	<b>Payee Name: CLEMENTS, CLYDE WESLEY</b>	
12CR0875 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650 00
<b>Warrant Total:</b>		<b>650.00</b>
<b>Warrant #: VW 00359589</b>	<b>Payee Name: COBURN SUPPLY COMPANY INC</b>	
315125534	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	363 60
315126997	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,087 86
315189016	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	39 02
<b>Warrant Total:</b>		<b>1,490.48</b>
<b>Warrant #: VW 00359590</b>	<b>Payee Name: COCHRAN, WINSTON E JR</b>	
JAIL DKT 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00359592</b>	<b>Payee Name: COLTZER, ROBERT G</b>	
12CR0031 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	631 18
324824 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	651 30
<b>Warrant Total:</b>		<b>1,282.48</b>
<b>Warrant #: VW 00359594</b>	<b>Payee Name: DIAZ, MARK A</b>	
12CR0886 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
12CR1653 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
<b>Warrant Total:</b>		<b>422.50</b>
<b>Warrant #: VW 00359595</b>	<b>Payee Name: DICKEY, TAMYRA</b>	
AUG 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	50 51
<b>Warrant Total:</b>		<b>50.51</b>

# Galveston County, Texas

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359597</b>	<b>Payee Name: DONNA BROWN INVESTIGATION &amp; RESEARCH</b>	
11CR2336 061012	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	910 00
	<b>Warrant Total:</b>	<b>910.00</b>
<b>Warrant #: VW 00359598</b>	<b>Payee Name: DROSNE, LARRY</b>	
8/16/12 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	55 50
	<b>Warrant Total:</b>	<b>55.50</b>
<b>Warrant #: VW 00359599</b>	<b>Payee Name: DUCOTE, JEREMY B</b>	
12CR1425 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
	<b>Warrant Total:</b>	<b>195.00</b>
<b>Warrant #: VW 00359602</b>	<b>Payee Name: EMILY A FISHER PLLC</b>	
322488 083012	1101121000 - 5431000 Justice Administration - Trial Expense	2 40
322488 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
	<b>Warrant Total:</b>	<b>327.40</b>
<b>Warrant #: VW 00359603</b>	<b>Payee Name: FEDEX CORP</b>	
797189068	1101127100 - 5310000 District Attorney - Supplies and Materials	111 50
	<b>Warrant Total:</b>	<b>111.50</b>
<b>Warrant #: VW 00359605</b>	<b>Payee Name: FOWLER, JANA K</b>	
090412 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
090512 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	228 00
	<b>Warrant Total:</b>	<b>481.28</b>
<b>Warrant #: VW 00359606</b>	<b>Payee Name: FOXHOVEN INC</b>	
303081	1101159100 - 5481000 Information Technology - Contract Service	50,000 00
	<b>Warrant Total:</b>	<b>50,000.00</b>
<b>Warrant #: VW 00359609</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030158263	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 36
1030165373	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	13 67
	<b>Warrant Total:</b>	<b>27.03</b>
<b>Warrant #: VW 00359610</b>	<b>Payee Name: GALVESTON COUNTY SHERIFF'S DEPT</b>	
MAIR SERV 080812	1101211101 - 5310000 Administration Sheriff Dept - Supplies and Materials	5 75
POSTAL CHARGE	1101211101 - 5310000 Administration Sheriff Dept - Supplies and Materials	5 75
RMB AWARD	1101211101 - 5310000 Administration Sheriff Dept - Supplies and Materials	10 00
	<b>Warrant Total:</b>	<b>21.50</b>
<b>Warrant #: VW 00359612</b>	<b>Payee Name: GARRETT, FRED</b>	
12CR1728 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	362 92
	<b>Warrant Total:</b>	<b>362 92</b>
<b>Warrant #: VW 00359613</b>	<b>Payee Name: GHG CORPORATION</b>	
25235	1101159100 - 5481000 Information Technology - Contract Service	475 00
	<b>Warrant Total:</b>	<b>475.00</b>
<b>Warrant #: VW 00359615</b>	<b>Payee Name: GLYWASKY, DONALD</b>	
AUG 15 2012 TRVL	1101153020 - 5496100 Trial Expense - Travel and Education	58 61

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>58 61</b>
<b>Warrant #: VW 00359619</b>	<b>Payee Name: HIRSCH PHD, VICTOR</b>	
5/25/12	1101155000 - 5412110 Human Resources - Pre-Employment Physicals	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00359622</b>	<b>Payee Name: HUGHES WATTERS &amp; ASKANASE LLP</b>	
20126249CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
<b>Warrant Total:</b>		<b>5.00</b>
<b>Warrant #: VW 00359624</b>	<b>Payee Name: IBRAHIM &amp; ELLIOTT LLP</b>	
12CR0770 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	698 75
<b>Warrant Total:</b>		<b>698.75</b>
<b>Warrant #: VW 00359628</b>	<b>Payee Name: JIMENEZ, JOAQUIN</b>	
25750 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
323998 090512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	162 50
JAIL DKT 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
<b>Warrant Total:</b>		<b>1,210.00</b>
<b>Warrant #: VW 00359629</b>	<b>Payee Name: JOHNSON, SHAWN MICHAEL</b>	
JUL 2012 MLG	1101114000 - 5496301 County Clerk - Auto Mileage	45 60
<b>Warrant Total:</b>		<b>45.60</b>
<b>Warrant #: VW 00359633</b>	<b>Payee Name: KIESCHNICK, JONATHAN C</b>	
12CR0561 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
319450 083112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	243 75
<b>Warrant Total:</b>		<b>341.25</b>
<b>Warrant #: VW 00359634</b>	<b>Payee Name: KLAREN, VIRGINIA REBECCA</b>	
AUG 16 2012 TRVL	1101127100 - 5310000 District Attorney - Supplies and Materials	10 00
AUG 16 2012 TRVL	1101127100 - 5496301 District Attorney - Auto Mileage	55 50
CERT GOOD STANDI	1101127100 - 5310000 District Attorney - Supplies and Materials	10 00
<b>Warrant Total:</b>		<b>75.50</b>
<b>Warrant #: VW 00359635</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
2236	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,257 00
2253	1101522020 - 5310000 Parks Department - Supplies and Materials	7,976 30
2279 BLNC OWED	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,000 00
2293	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	42 93
2294	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	999 25
<b>Warrant Total:</b>		<b>11,275.48</b>
<b>Warrant #: VW 00359638</b>	<b>Payee Name: LANDSCAPE ART INC</b>	
8587	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,109 52
<b>Warrant Total:</b>		<b>1,109.52</b>
<b>Warrant #: VW 00359640</b>	<b>Payee Name: LAW FIRM OF TOT KIM LE</b>	
12CR0739 082212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	409 50
12CR2342 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	169 00
<b>Warrant Total:</b>		<b>578.50</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359641</b>		
<b>Payee Name: LAW OFFICE OF CHARLES A. NOLL</b>		
JUL-AUG 2012 TRV	1101127100 - 5481000 District Attorney - Contract Service	1,490 16
<b>Warrant Total:</b>		<b>1,490.16</b>
<b>Warrant #: VW 00359642</b>		
<b>Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE</b>		
10CR1815 081312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
12CR0415 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR1145 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	460 00
12CR1525 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
12CR2169 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
<b>Warrant Total:</b>		<b>1,272.50</b>
<b>Warrant #: VW 00359643</b>		
<b>Payee Name: LAW OFFICE OF MICHELE BASSETT</b>		
12JV0203 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
<b>Warrant Total:</b>		<b>406.25</b>
<b>Warrant #: VW 00359644</b>		
<b>Payee Name: LAW OFFICES OF DAVID P WALKER PC</b>		
322916 082812	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	182 00
<b>Warrant Total:</b>		<b>182.00</b>
<b>Warrant #: VW 00359645</b>		
<b>Payee Name: LAWYERS TITLE</b>		
874928	1101000010 - 4414012 General Government - County Clerk Refund of Fees	96 00
<b>Warrant Total:</b>		<b>96.00</b>
<b>Warrant #: VW 00359646</b>		
<b>Payee Name: LCR-M LIMITED PARTNERSHIP</b>		
1761572	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	34 46
<b>Warrant Total:</b>		<b>34.46</b>
<b>Warrant #: VW 00359647</b>		
<b>Payee Name: LEWIS, VICKI</b>		
12FD1467	1101000000 - 2460024 General Fund - District Clerk Investigator	600 00
<b>Warrant Total:</b>		<b>600.00</b>
<b>Warrant #: VW 00359648</b>		
<b>Payee Name: LIBERTY TIRE RECYCLING LLC</b>		
0000114433	1101110000 - 5429301 General Government - Nuisance Abatement	1,500 00
<b>Warrant Total:</b>		<b>1,500.00</b>
<b>Warrant #: VW 00359649</b>		
<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>		
186372	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	576 16
186455	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
186469	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	163 79
186475	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
186487	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	48 00
186490	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
<b>Warrant Total:</b>		<b>871.95</b>
<b>Warrant #: VW 00359651</b>		
<b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>		
AUG 12 JP1 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	317 60
AUG 2012 JP3 FEE	1101000000 - 2291011 General Fund - Due to Collection Agency	4,257 94
AUG 2012 JP5 FEE	1101000000 - 2291011 General Fund - Due to Collection Agency	2,298 60
JUL 2012 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	3,198 44
<b>Warrant Total:</b>		<b>10,072.58</b>

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359652</b>	<b>Payee Name: LISTER PLUMBING</b>	
036064	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	469 40
	<b>Warrant Total:</b>	<b>469.40</b>
<b>Warrant #: VW 00359654</b>	<b>Payee Name: M BRUCE FORT PC</b>	
12CR0974 082312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	663 00
12CR1291 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	838 50
	<b>Warrant Total:</b>	<b>1,501.50</b>
<b>Warrant #: VW 00359656</b>	<b>Payee Name: MALONEY &amp; PARKS LLP</b>	
10CR0548 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,941 25
10CR0550 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,072 50
11CR3081 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,007 50
323714 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
	<b>Warrant Total:</b>	<b>5,313.75</b>
<b>Warrant #: VW 00359657</b>	<b>Payee Name: MARK 1 PLUMBING INC</b>	
1106	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	350 00
	<b>Warrant Total:</b>	<b>350.00</b>
<b>Warrant #: VW 00359658</b>	<b>Payee Name: MASTER WORD SERVICE INC</b>	
53179	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	2,472 77
	<b>Warrant Total:</b>	<b>2,472.77</b>
<b>Warrant #: VW 00359661</b>	<b>Payee Name: MCANULTY, DAN A JR.</b>	
4	1101127100 - 5481000 District Attorney - Contract Service	3,730 92
	<b>Warrant Total:</b>	<b>3,730.92</b>
<b>Warrant #: VW 00359662</b>	<b>Payee Name: MCGILL LAW FIRM, THE</b>	
307249 083012	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	162 50
	<b>Warrant Total:</b>	<b>162.50</b>
<b>Warrant #: VW 00359663</b>	<b>Payee Name: MCQUAGE PC, THOMAS W</b>	
AUG 2012	1101000000 - 2460023 General Fund - District Clerk Tax Master	4,921 41
	<b>Warrant Total:</b>	<b>4,921.41</b>
<b>Warrant #: VW 00359665</b>	<b>Payee Name: MEIER, SHARON K</b>	
11JV0303 082312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
	<b>Warrant Total:</b>	<b>422.50</b>
<b>Warrant #: VW 00359666</b>	<b>Payee Name: MESA MECHANICAL INC</b>	
501980	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,765 00
	<b>Warrant Total:</b>	<b>2,765.00</b>
<b>Warrant #: VW 00359667</b>	<b>Payee Name: MILLO, HARRY</b>	
11CR1297 CERT CO	1101127100 - 5310000 District Attorney - Supplies and Materials	22 70
	<b>Warrant Total:</b>	<b>22.70</b>
<b>Warrant #: VW 00359668</b>	<b>Payee Name: MORRIS, PHILLIP W</b>	
09CR2333 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	355 00
	<b>Warrant Total:</b>	<b>355.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359669</b>		
	<b>Payee Name: NAJER, MAURICE</b>	
12CR0477 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	698 75
12CR0952 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	828 75
	<b>Warrant Total:</b>	<b>1,527.50</b>
<b>Warrant #: VW 00359670</b>		
	<b>Payee Name: NELSON, TAD A.</b>	
11JV0116 062612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,250 00
	<b>Warrant Total:</b>	<b>1,250.00</b>
<b>Warrant #: VW 00359671</b>		
	<b>Payee Name: NEOPOST USA INC</b>	
13743424	1101159100 - 5310000 Information Technology - Supplies and Materials	39 00
	<b>Warrant Total:</b>	<b>39.00</b>
<b>Warrant #: VW 00359672</b>		
	<b>Payee Name: NETSYNC NETWORK SOLUTIONS</b>	
30381	1101159100 - 5751006 Information Technology - Infrastructure Refresh	7,049 63
	<b>Warrant Total:</b>	<b>7,049.63</b>
<b>Warrant #: VW 00359677</b>		
	<b>Payee Name: OLDHAM, SHARON GAIL</b>	
20125238CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
	<b>Warrant Total:</b>	<b>8.00</b>
<b>Warrant #: VW 00359678</b>		
	<b>Payee Name: ORCHARD PARK ACQUISITIONS LLC</b>	
868296	1101000010 - 4414012 General Government - County Clerk Refund of Fees	66 00
	<b>Warrant Total:</b>	<b>66.00</b>
<b>Warrant #: VW 00359679</b>		
	<b>Payee Name: OWEN ELECTRIC SUPPLY</b>	
2645424809	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	41 00
3975451319	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	40 25
3975451328	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	123 63
	<b>Warrant Total:</b>	<b>204.88</b>
<b>Warrant #: VW 00359680</b>		
	<b>Payee Name: PALMER, MICHAEL</b>	
12CR2049 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
	<b>Warrant Total:</b>	<b>406.25</b>
<b>Warrant #: VW 00359682</b>		
	<b>Payee Name: PARKS, TAMRA</b>	
083112 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	140 00
	<b>Warrant Total:</b>	<b>140.00</b>
<b>Warrant #: VW 00359683</b>		
	<b>Payee Name: PARTAIN, JOHN PHILIP</b>	
TRAN OF VIDEOTAP	1101127100 - 5481000 District Attorney - Contract Service	1,444 00
	<b>Warrant Total:</b>	<b>1,444.00</b>
<b>Warrant #: VW 00359684</b>		
	<b>Payee Name: PINNACLE MEDICAL MANAGEMENT CORP</b>	
43355	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	571 50
43409	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	81 00
43467	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	231 00
43672	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	150 00
	<b>Warrant Total:</b>	<b>1,033.50</b>
<b>Warrant #: VW 00359686</b>		
	<b>Payee Name: PIRATE'S PROPERTY OWNERS ASSOCIATION</b>	
870934	1101000010 - 4414012 General Government - County Clerk Refund of Fees	10 00

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>10.00</b>
<b>Warrant #: VW 00359689</b>	<b>Payee Name: REAL TIME RESOLUTIONS INC.</b>	
870737	1101000010 - 4414012 General Government - County Clerk Refund of Fees	16 00
<b>Warrant Total:</b>		<b>16.00</b>
<b>Warrant #: VW 00359690</b>	<b>Payee Name: REPUBLIC PARTS CO INC</b>	
052212 BATTERY	1101211133 - 5310001 Sheriff-Corrections - Depart Supplies-Non Cap FFE	816 00
<b>Warrant Total:</b>		<b>816.00</b>
<b>Warrant #: VW 00359692</b>	<b>Payee Name: RICE, M. SUSAN</b>	
874552	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00359694</b>	<b>Payee Name: ROELL, HOLLY C</b>	
11CR2340 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	572 00
12CR0391 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	364 00
319959 082012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	143 00
<b>Warrant Total:</b>		<b>1,079.00</b>
<b>Warrant #: VW 00359697</b>	<b>Payee Name: RUSSELL, GREG</b>	
09CR1888 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97 50
12CR1928 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>292.50</b>
<b>Warrant #: VW 00359699</b>	<b>Payee Name: SAM'S CLUB DIRECT</b>	
CF120501	1101151800 - 5498000 Purchasing Agent - Membership And Dues	50 00
<b>Warrant Total:</b>		<b>50.00</b>
<b>Warrant #: VW 00359701</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
99420	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	168 25
<b>Warrant Total:</b>		<b>168.25</b>
<b>Warrant #: VW 00359702</b>	<b>Payee Name: SARGENT, WILLIAM K.</b>	
JUL-AUG 2012 TRV	1101114030 - 5496100 Election Expense - Travel and Education	152 35
<b>Warrant Total:</b>		<b>152.35</b>
<b>Warrant #: VW 00359703</b>	<b>Payee Name: SCHWAB, TAYLOR</b>	
10CR3598 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	507 00
10CR3609 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	461 50
<b>Warrant Total:</b>		<b>968.50</b>
<b>Warrant #: VW 00359704</b>	<b>Payee Name: SCHWEITZER, JAMES</b>	
RMB EXPS TNJC	1101123110 - 5495100 Justice Court Pct #1 - Education	200 00
RMB EXPS TNJC	1101123110 - 5496100 Justice Court Pct #1 - Travel and Education	300 00
<b>Warrant Total:</b>		<b>500.00</b>
<b>Warrant #: VW 00359705</b>	<b>Payee Name: SEARS &amp; BENNETT LLP</b>	
11CR0072 083012	1101121000 - 5431000 Justice Administration - Trial Expense	60 23
11CR0072 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,015 00
11CR3403 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,518 75
12CR0671 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,982 50



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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>6,576.48</b>
<b>Warrant #: VW 00359708</b>	<b>Payee Name: SHEARN MOODY PLAZA CORP</b>	
083112 4TH FLR	1101110000 - 5426250 General Government - Rental Office Space	24,324 15
083112 5TH FLR	1101110000 - 5426250 General Government - Rental Office Space	28,347 19
<b>Warrant Total:</b>		<b>52,671.34</b>
<b>Warrant #: VW 00359709</b>	<b>Payee Name: SHERMAN WATKINS PLLC</b>	
321592 090512	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	455 00
<b>Warrant Total:</b>		<b>455.00</b>
<b>Warrant #: VW 00359710</b>	<b>Payee Name: SHERWIN WILLIAMS PAINT CORP</b>	
02143	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	90 68
91964	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	23 61
<b>Warrant Total:</b>		<b>114.29</b>
<b>Warrant #: VW 00359711</b>	<b>Payee Name: SHI GOVT SOLUTIONS</b>	
GB00062853	1101159100 - 5752005 Information Technology - Sharepoint/Web Site Upgrade	12,366 38
<b>Warrant Total:</b>		<b>12,366.38</b>
<b>Warrant #: VW 00359712</b>	<b>Payee Name: SHORE POWER INC</b>	
323884	1101211121 - 5310000 Sheriff-Criminal Investigation - Supplies and Materials	142 28
<b>Warrant Total:</b>		<b>142.28</b>
<b>Warrant #: VW 00359714</b>	<b>Payee Name: SIURKO, CINDY</b>	
NURSE LABOR DAY	1101127100 - 5481000 District Attorney - Contract Service	240 00
<b>Warrant Total:</b>		<b>240.00</b>
<b>Warrant #: VW 00359716</b>	<b>Payee Name: SMITH, JAMES DENNIS</b>	
12CR0159 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00359718</b>	<b>Payee Name: SOUTHERN COMPUTER WAREHOUSE</b>	
IN000038038	1101159100 - 5751006 Information Technology - Infrastructure Refresh	18,593 44
IN000040073	1101159100 - 5423500 Information Technology - Maintenance of Software	1,942 14
<b>Warrant Total:</b>		<b>20,535.58</b>
<b>Warrant #: VW 00359722</b>	<b>Payee Name: STACEY VALDEZ &amp; ASSOCIATES PLLC</b>	
06CR1176 081612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
12CR7365 081612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>520.00</b>
<b>Warrant #: VW 00359724</b>	<b>Payee Name: STANDARD STEEL SUPPLY INC</b>	
526317	1101211133 - 5310001 Sheriff-Corrections - Depart Supplies-Non Cap FFE	704 20
<b>Warrant Total:</b>		<b>704.20</b>
<b>Warrant #: VW 00359725</b>	<b>Payee Name: STARTER ELECTRICITY LLC</b>	
258324	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	0 50
<b>Warrant Total:</b>		<b>0 50</b>
<b>Warrant #: VW 00359727</b>	<b>Payee Name: SUHLER, DAVID</b>	
12CR1317 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	360 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
324237 083012	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	240 00
<b>Warrant Total:</b>		<b>600.00</b>
<b>Warrant #: VW 00359729</b>	<b>Payee Name: SULLIVAN, DWIGHT D</b>	
08/03-19/12 TRVL	1101114030 - 5496301 Election Expense - Auto Mileage	55 48
<b>Warrant Total:</b>		<b>55.48</b>
<b>Warrant #: VW 00359730</b>	<b>Payee Name: SUMMERLIN LAW FIRM PLLC</b>	
12CR0968 072712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,112 50
<b>Warrant Total:</b>		<b>2,112.50</b>
<b>Warrant #: VW 00359731</b>	<b>Payee Name: TARLOW, NATHANIEL</b>	
20126446CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	29 00
<b>Warrant Total:</b>		<b>29.00</b>
<b>Warrant #: VW 00359732</b>	<b>Payee Name: TAYLOR, ANGELA M</b>	
12CR2151 082312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	113 75
<b>Warrant Total:</b>		<b>113.75</b>
<b>Warrant #: VW 00359735</b>	<b>Payee Name: TEXAS LAW &amp; PSYCHIATRY PLLC</b>	
10CR2790 082112	1101121000 - 5412115 Justice Administration - Psychological Exam	1,000 00
<b>Warrant Total:</b>		<b>1,000.00</b>
<b>Warrant #: VW 00359738</b>	<b>Payee Name: THOMA, JOHN</b>	
12CR2298 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	80 00
<b>Warrant Total:</b>		<b>80.00</b>
<b>Warrant #: VW 00359741</b>	<b>Payee Name: TURMAN AND ASSOCIATES INC.</b>	
11CR0679 061912	1101121000 - 5416000 Justice Administration - Prof Serv Investigators	995 30
<b>Warrant Total:</b>		<b>995 30</b>
<b>Warrant #: VW 00359742</b>	<b>Payee Name: UNITED PARCEL SERVICE</b>	
000014217W252	1101159100 - 5481000 Information Technology - Contract Service	16 58
000014217W342	1101159100 - 5481000 Information Technology - Contract Service	32 97
<b>Warrant Total:</b>		<b>49.55</b>
<b>Warrant #: VW 00359745</b>	<b>Payee Name: VACLAVIK ADVISORY GROUP LLC</b>	
JUL-AUG 12 TRVL	1101127100 - 5481000 District Attorney - Contract Service	2,084 50
<b>Warrant Total</b>		<b>2,084.50</b>
<b>Warrant #: VW 00359751</b>	<b>Payee Name: WATKINS, GENE ANTONE</b>	
320520 082212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260 00</b>
<b>Warrant #: VW 00359752</b>	<b>Payee Name: WEST PUBLISHING CORPORATION</b>	
824086171	1101155000 - 5317000 Human Resources - Books & Periodicals	52 50
<b>Warrant Total:</b>		<b>52.50</b>
<b>Warrant #: VW 00359753</b>	<b>Payee Name: WHITTINGTON VON STERNBERG</b>	
20125709CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	130 00
<b>Warrant Total:</b>		<b>130.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359754</b>	<b>Payee Name: WILBARGER COUNTY</b>	
MED1020	1101121000 - 5431504 Justice Administration - Medication Hearing	685 00
	<b>Warrant Total:</b>	<b>685.00</b>
<b>Warrant #: VW 00359755</b>	<b>Payee Name: WILLEY, BARRY C.</b>	
FEB & JUL 12 MLG	1101153000 - 5496301 Legal Department - Auto Mileage	78 82
	<b>Warrant Total:</b>	<b>78.82</b>
<b>Warrant #: VW 00359757</b>	<b>Payee Name: WILLIAMS, TRACEY</b>	
AUG 2012 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	26 40
	<b>Warrant Total:</b>	<b>26.40</b>
<b>Warrant #: VW 00359759</b>	<b>Payee Name: XEROX CORPORATION</b>	
120569599	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	178 00
	<b>Warrant Total:</b>	<b>178.00</b>
<b>Warrant #: VW 00359760</b>	<b>Payee Name: ZENDEH DEL AND ASSOCIATES PLLC</b>	
12JV0043 082912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	178 75
	<b>Warrant Total:</b>	<b>178.75</b>
<b>FUND 1101 TOTAL:</b>		<b>280,240.25</b>
<b>FUND: 2121 Donations To Galveston County</b>		
<b>Warrant #: VW 00359676</b>	<b>Payee Name: NRG ENERGY INC</b>	
10785285	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	116 63
30322481 090412	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	177 42
56244783	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	212 42
90669532	2121443141 - 5421304 Social Services Donations - Reliant CARE-Summer Relief	259 10
	<b>Warrant Total:</b>	<b>765.57</b>
<b>FUND 2121 TOTAL:</b>		<b>765.57</b>
<b>FUND: 2131 DA Seized Funds Afte Aft 10/89</b>		
<b>Warrant #: VW 00359608</b>	<b>Payee Name: FREEMAN, CANDICE</b>	
08/12-16/12 MLS	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	135 32
	<b>Warrant Total:</b>	<b>135.32</b>
<b>Warrant #: VW 00359614</b>	<b>Payee Name: GLENN, KRISTENA</b>	
08/12-16/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	467 02
4L9KGQ	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	98 10
	<b>Warrant Total:</b>	<b>565.12</b>
<b>Warrant #: VW 00359630</b>	<b>Payee Name: JONES, MEGAN</b>	
07/15-22/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	425 65
	<b>Warrant Total:</b>	<b>425.65</b>
<b>Warrant #: VW 00359634</b>	<b>Payee Name: KLAREN, VIRGINIA REBECCA</b>	
08/19-22/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	478 42

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>478.42</b>
<b>Warrant #: VW 00359650</b>	<b>Payee Name: LINDBLADE, ALLISON</b>	
08/12-16/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	454.33
<b>Warrant Total:</b>		<b>454.33</b>
<b>Warrant #: VW 00359687</b>	<b>Payee Name: POOLE, ADAM B</b>	
08/13-16/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	107.00
<b>Warrant Total:</b>		<b>107.00</b>
<b>Warrant #: VW 00359707</b>	<b>Payee Name: SHAWHAN, MATTHEW</b>	
08/12-16/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	411.70
<b>Warrant Total:</b>		<b>411.70</b>
<b>Warrant #: VW 00359713</b>	<b>Payee Name: SIMS, BRANDON</b>	
AUG 13-16 MEALS	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	107.00
<b>Warrant Total:</b>		<b>107.00</b>
<b>Warrant #: VW 00359726</b>	<b>Payee Name: STATE BAR OF TEXAS</b>	
12081 091112	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	85.00
<b>Warrant Total:</b>		<b>85.00</b>
<b>Warrant #: VW 00359748</b>	<b>Payee Name: VANDEAVER, KACEY</b>	
07/15-20/12 TRVL	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	426.21
<b>Warrant Total:</b>		<b>426.21</b>
<b>FUND 2131 TOTAL:</b>		<b>3,195.75</b>
<b>FUND: 2205 Courthouse Security Fund</b>		
<b>Warrant #: VW 00359609</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030165374	2205295100 - 5312101 Courthouse Security - Uniform Expense	6.78
<b>Warrant Total:</b>		<b>6.78</b>
<b>FUND 2205 TOTAL:</b>		<b>6.78</b>
<b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #: VW 00359562</b>	<b>Payee Name: ALZAFARI, ERIC</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	138.20
<b>Warrant Total:</b>		<b>138.20</b>
<b>Warrant #: VW 00359596</b>	<b>Payee Name: DICKEY, WILLIAM SHANE</b>	
JUL-AUG 2013 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	93.80
<b>Warrant Total:</b>		<b>93.80</b>
<b>Warrant #: VW 00359617</b>	<b>Payee Name: HENDERSON, ANTHONY</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	69.38
<b>Warrant Total:</b>		<b>69.38</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359632</b>	<b>Payee Name: JUAREZ, JENNIFER</b>	
AUG 5-11 2012	2220255100 - 5496100 Adult Probation - Travel and Education	64.30
	<b>Warrant Total:</b>	<b>64.30</b>
<b>Warrant #: VW 00359673</b>	<b>Payee Name: NGUYEN, MARGARITA</b>	
AUG 2012 TRVL	2220255100 - 5496100 Adult Probation - Travel and Education	224.27
JUL-AUG 2012	2220255100 - 5496100 Adult Probation - Travel and Education	469.53
	<b>Warrant Total:</b>	<b>693.80</b>
<b>Warrant #: VW 00359693</b>	<b>Payee Name: RODRIGUEZ, VANESSA</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	224.78
	<b>Warrant Total:</b>	<b>224.78</b>
<b>Warrant #: VW 00359695</b>	<b>Payee Name: ROSEMON, VANESSA R</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	234.21
	<b>Warrant Total:</b>	<b>234.21</b>
<b>Warrant #: VW 00359715</b>	<b>Payee Name: SKUFCA, RICHARD</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	49.95
	<b>Warrant Total:</b>	<b>49.95</b>
<b>Warrant #: VW 00359720</b>	<b>Payee Name: SOUTHERN POLICE EQUIPMENT CO INC</b>	
BADGES/BILLFOLDS	2220255100 - 5310000 Adult Probation - Supplies and Materials	439.98
	<b>Warrant Total:</b>	<b>439.98</b>
<b>Warrant #: VW 00359747</b>	<b>Payee Name: VANCE, KYM</b>	
08/27-29/12 TRVL	2220255100 - 5496100 Adult Probation - Travel and Education	308.11
	<b>Warrant Total:</b>	<b>308.11</b>
<b>Warrant #: VW 00359750</b>	<b>Payee Name: WATERWALL, CHASE</b>	
JULY 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	81.03
	<b>Warrant Total:</b>	<b>81.03</b>
<b>FUND 2220 TOTAL:</b>		<b>2,397.54</b>
<b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #: VW 00359552</b>	<b>Payee Name: 4M YOUTH SERVICES INC</b>	
AUG 2012	2230256100 - 5441301 Juvenile Justice - Placement Services	3,100.00
	<b>Warrant Total:</b>	<b>3,100.00</b>
<b>Warrant #: VW 00359604</b>	<b>Payee Name: FOLEY, KERRI</b>	
201208	2230256130 - 5431402 Court - Masters Referee Juvenile Matr	4,140.00
	<b>Warrant Total:</b>	<b>4,140.00</b>
<b>Warrant #: VW 00359611</b>	<b>Payee Name: GARATE, FAITH E</b>	
AUG 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	76.59
	<b>Warrant Total:</b>	<b>76.59</b>
<b>Warrant #: VW 00359627</b>	<b>Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>	
17196	2230256105 - 5498000 Juv Justice - Administration - Membership And Dues	213.00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>213.00</b>
<b>Warrant #: VW 00359635</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
2273	2230256118 - 5313100 Detention - Cleaning & Household Supplies	1,251 98
<b>Warrant Total:</b>		<b>1,251.98</b>
<b>Warrant #: VW 00359660</b>	<b>Payee Name: MAXWELL, BONITA G</b>	
AUG 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	189 81
<b>Warrant Total:</b>		<b>189.81</b>
<b>Warrant #: VW 00359674</b>	<b>Payee Name: NORRIS, BRENT T</b>	
AUG 2012 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	67 16
<b>Warrant Total:</b>		<b>67.16</b>
<b>Warrant #: VW 00359685</b>	<b>Payee Name: PIPER, MARY KATHRYN</b>	
REGISTRATION FEE	2230256130 - 5496100 Court - Travel and Education	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00359688</b>	<b>Payee Name: RAMIREZ, VICTORIA</b>	
AUG 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	194 81
<b>Warrant Total:</b>		<b>194.81</b>
<b>Warrant #: VW 00359691</b>	<b>Payee Name: RESEARCH PRESS</b>	
F594530	2230256100 - 5310000 Juvenile Justice - Supplies and Materials	284 90
<b>Warrant Total:</b>		<b>284.90</b>
<b>Warrant #: VW 00359696</b>	<b>Payee Name: RUSCELLI, VINCENT</b>	
AUG 26 2012	2230256105 - 5412114 Juv Justice - Administration - Psychological Evaluations/	200 00
<b>Warrant Total:</b>		<b>200.00</b>
<b>Warrant #: VW 00359698</b>	<b>Payee Name: SAM HOUSTON STATE UNIVERSITY</b>	
REG FEES NORRIS	2230256105 - 5495100 Juv Justice - Administration - Education	175 00
<b>Warrant Total:</b>		<b>175.00</b>
<b>Warrant #: VW 00359700</b>	<b>Payee Name: SANDERS, EARNESTINE LYNCH</b>	
08/26-29/12 TRVL	2230256105 - 5496100 Juv Justice - Administration - Travel and Education	549 76
<b>Warrant Total:</b>		<b>549.76</b>
<b>Warrant #: VW 00359733</b>	<b>Payee Name: TEXAS COURT REPORTERS ASSOCIATION</b>	
8147	2230256105 - 5498000 Juv Justice - Administration - Membership And Dues	150 00
<b>Warrant Total:</b>		<b>150.00</b>
<b>Warrant #: VW 00359744</b>	<b>Payee Name: UTMB</b>	
24 08312012	2230256118 - 5481000 Detention - Contract Service	16,500 09
<b>Warrant Total:</b>		<b>16,500.09</b>
<b>FUND 2230 TOTAL:</b>		<b>27,353.10</b>

**FUND: 2242 Sheriff's Seizure Aft 10/89**

**Warrant #: VW 00359610 Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**

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Invoice Number	Account Info	Amount
RCT 329524	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	900 00
RCT 329527	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	300 00
RCT 329528	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	50 00
RCT 329529	2242211124 - 5600500 Sheriff's Seizure Aft 10/89 - Petty Cash	150 00
<b>Warrant Total:</b>		<b>1,400.00</b>

**FUND 2242 TOTAL: 1,400.00**

## FUND: 2260 Emergency Management Fund

<b>Warrant #:</b> VW 00359588	<b>Payee Name:</b> COASTAL STRATEGIES GROUP	
19	2260291046 - 5481000 Coastal Feasibility Study - Contract Service	1,786 08
20	2260291046 - 5481000 Coastal Feasibility Study - Contract Service	375 00
21	2260291046 - 5481000 Coastal Feasibility Study - Contract Service	5,464 24
<b>Warrant Total:</b>		<b>7,625.32</b>

**FUND 2260 TOTAL: 7,625.32**

## FUND: 2301 Road & Bridge Fund

<b>Warrant #:</b> VW 00359561	<b>Payee Name:</b> ALLIGARE LLC	
19480	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	508 80
19514	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2,628 64
<b>Warrant Total:</b>		<b>3,137.44</b>

<b>Warrant #:</b> VW 00359567	<b>Payee Name:</b> BACLIFF BUILDERS SUPPLY INC.	
12152	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	26 99
12172	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	329 84
<b>Warrant Total:</b>		<b>356.83</b>

<b>Warrant #:</b> VW 00359569	<b>Payee Name:</b> BAY OIL CO CORP	
209606	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	7,919 46
<b>Warrant Total:</b>		<b>7,919.46</b>

<b>Warrant #:</b> VW 00359577	<b>Payee Name:</b> BROOKSIDE EQUIP SALES INC	
IL36846	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	118 01
<b>Warrant Total:</b>		<b>118.01</b>

<b>Warrant #:</b> VW 00359579	<b>Payee Name:</b> C JOHNNY ON THE SPOT INC	
2683	2301312110 - 5481000 Administration - Contract Service	100 00
<b>Warrant Total:</b>		<b>100.00</b>

<b>Warrant #:</b> VW 00359580	<b>Payee Name:</b> CALICO WELDING SUPPLY CO	
RL73544	2301312110 - 5481000 Administration - Contract Service	156 00
<b>Warrant Total:</b>		<b>156.00</b>

<b>Warrant #:</b> VW 00359609	<b>Payee Name:</b> G & K SERVICES	
1030166519	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	573 47
<b>Warrant Total:</b>		<b>573.47</b>

<b>Warrant #:</b> VW 00359616	<b>Payee Name:</b> GUSTAFSON, TERRI	
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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
AUG 2012 MLG	2301312110 - 5496100 Administration - Travel and Education	100.88
<b>Warrant Total:</b>		<b>100.88</b>
<b>Warrant #: VW 00359618</b>	<b>Payee Name: HI-WAY EQUIPMENT COMPANY LLC</b>	
H41921	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	4,335.12
<b>Warrant Total:</b>		<b>4,335.12</b>
<b>Warrant #: VW 00359649</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
186667	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14.50
<b>Warrant Total:</b>		<b>14.50</b>
<b>Warrant #: VW 00359655</b>	<b>Payee Name: MAINLAND TOOL AND SUPPLY INC</b>	
0141855201	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	29.50
0141855301	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	215.47
<b>Warrant Total:</b>		<b>244.97</b>
<b>Warrant #: VW 00359664</b>	<b>Payee Name: MCREE FORD INC</b>	
369493	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	66.40
<b>Warrant Total:</b>		<b>66.40</b>
<b>Warrant #: VW 00359675</b>	<b>Payee Name: NORVAREM, S.A.U</b>	
212184	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	9,108.60
212252	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	5,104.08
<b>Warrant Total:</b>		<b>14,212.68</b>
<b>Warrant #: VW 00359701</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
100623	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	23.90
100877	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	56.25
101130	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	53.85
101189	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	7.96
101220	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	4.94
101227	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	31.98
101447 082312	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	849.67
101447 08232012	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	849.67
101487	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	4.29
101570	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	32.74
101584	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	580.34
101597	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	103.80
101670	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	288.54
98923	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	64.95
99714	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	17.95
<b>Warrant Total:</b>		<b>2,970.83</b>
<b>Warrant #: VW 00359706</b>	<b>Payee Name: SEARS ROEBUCK AND COMPANY</b>	
4280	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	173.92
<b>Warrant Total:</b>		<b>173.92</b>
<b>Warrant #: VW 00359717</b>	<b>Payee Name: SNIDER TIRE INC</b>	
4552328	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	313.48
4553536	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,099.28
4553651	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	707.48
4555512	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	653.14



# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<u>2,773.38</u>
<b>Warrant #: VW 00359721</b>	<b>Payee Name: SOWA, DEBBIE</b>	
JUL/AUG 2012 MLG	2301312110 - 5496100 Administration - Travel and Education	<u>60 05</u>
<b>Warrant Total:</b>		<u>60.05</u>
<b>Warrant #: VW 00359739</b>	<b>Payee Name: TRUCK PARTS &amp; SPECIALISTS INC</b>	
716701	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	<u>2,565 98</u>
<b>Warrant Total:</b>		<u>2,565.98</u>
<b>Warrant #: VW 00359740</b>	<b>Payee Name: TUBING AND METRICS HYDRAULICS INC</b>	
68074	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	<u>58 78</u>
68090	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	<u>231 00</u>
68128	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	<u>180 00</u>
<b>Warrant Total:</b>		<u>469.78</u>
<b>Warrant #: VW 00359749</b>	<b>Payee Name: WALMART</b>	
01589	2301312110 - 5310000 Administration - Supplies and Materials	<u>90 00</u>
<b>Warrant Total:</b>		<u>90.00</u>
<b>FUND 2301 TOTAL:</b>		<u>40,439.70</u>
<b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00359570</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
0855000545237	2370296121 - 5481000 Seawall Maintenance - Contract Service	<u>71 68</u>
<b>Warrant Total:</b>		<u>71.68</u>
<b>Warrant #: VW 00359579</b>	<b>Payee Name: C JOHNNY ON THE SPOT INC</b>	
2682	2370296121 - 5481000 Seawall Maintenance - Contract Service	<u>100 00</u>
<b>Warrant Total:</b>		<u>100.00</u>
<b>Warrant #: VW 00359623</b>	<b>Payee Name: HUITT-ZOLLARS INC</b>	
212870101	2370190100 - 5734013 County Engineer - FEMA Certification	<u>9,105 86</u>
<b>Warrant Total:</b>		<u>9,105.86</u>
<b>Warrant #: VW 00359719</b>	<b>Payee Name: SOUTHERN CRUSHED CONCRETE LLC</b>	
209603	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	<u>1,845 14</u>
<b>Warrant Total:</b>		<u>1,845.14</u>
<b>FUND 2370 TOTAL:</b>		<u>11,122.68</u>
<b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #: VW 00359591</b>	<b>Payee Name: COFEJO HARDWARE INC</b>	
273579	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	<u>16 75</u>
<b>Warrant Total:</b>		<u>16.75</u>
<b>Warrant #: VW 00359620</b>	<b>Payee Name: HOME DEPOT</b>	
1061165	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	<u>119 07</u>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>119.07</b>
<b>Warrant #: VW 00359653</b>	<b>Payee Name: LUTES JR, PAUL ELY</b>	
103	2410411100 - 5423101 Mosquito Control District - Maint/Repairs Aircraft	600 00
<b>Warrant Total:</b>		<b>600.00</b>
<b>Warrant #: VW 00359659</b>	<b>Payee Name: MATHESON TRI-GAS INC</b>	
05306468	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	18 50
<b>Warrant Total:</b>		<b>18.50</b>
<b>Warrant #: VW 00359701</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
102312	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	52 43
<b>Warrant Total:</b>		<b>52.43</b>
<b>Warrant #: VW 00359743</b>	<b>Payee Name: UNIVAR USA</b>	
HS773844	2410411100 - 5313301 Mosquito Control District - Insecticides	8,485 00
<b>Warrant Total:</b>		<b>8,485.00</b>
<b>Warrant #: VW 00359749</b>	<b>Payee Name: WALMART</b>	
01559	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	30 82
<b>Warrant Total:</b>		<b>30.82</b>
<b>FUND 2410 TOTAL:</b>		<b>9,322.57</b>
<b>FUND: 2825 Galv Cnty Adult Drug Court Pgm</b>		
<b>Warrant #: VW 00359637</b>	<b>Payee Name: LACY, WILLIE</b>	
JUN-JUL 2012 MLG	2825255117 - 5496100 Galv Cnty Adult Drug Court Pgm - Travel and Education	196 47
<b>Warrant Total:</b>		<b>196.47</b>
<b>FUND 2825 TOTAL:</b>		<b>196.47</b>
<b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #: VW 00359565</b>	<b>Payee Name: ASTIN, JULIE A</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	93 80
<b>Warrant Total:</b>		<b>93.80</b>
<b>Warrant #: VW 00359572</b>	<b>Payee Name: BLOW, ADRIENNE M</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	123 77
<b>Warrant Total:</b>		<b>123.77</b>
<b>Warrant #: VW 00359601</b>	<b>Payee Name: EFFINGER, ERIKA</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	83 25
<b>Warrant Total:</b>		<b>83.25</b>
<b>Warrant #: VW 00359631</b>	<b>Payee Name: JOSEPH, JUNE</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	219 78
<b>Warrant Total:</b>		<b>219.78</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359639</b>	<b>Payee Name: LARSON, FAITH</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	137.09
	<b>Warrant Total:</b>	<b>137.09</b>
<b>Warrant #: VW 00359681</b>	<b>Payee Name: PARISH, ERVIN R</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	205.91
	<b>Warrant Total:</b>	<b>205.91</b>
<b>Warrant #: VW 00359746</b>	<b>Payee Name: VALDIVIA, CINDY M</b>	
AUG 2012 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	155.51
	<b>Warrant Total:</b>	<b>155.51</b>
	<b>FUND 2841 TOTAL:</b>	<b>1,019.11</b>
<b>FUND: 2864 Auto Crimes Task Force Grant</b>		
<b>Warrant #: VW 00359585</b>	<b>Payee Name: CITY OF HITCHCOCK</b>	
APR 2012 RAMSEY	2864211126 - 5100000 Auto Crime Task Force - Salaries	10,001.52
APR 2012 RAMSEY	2864211126 - 5130000 Auto Crime Task Force - Overtime	215.55
	<b>Warrant Total:</b>	<b>10,217.07</b>
<b>Warrant #: VW 00359649</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
186215	2864211126 - 5310001 Auto Crime Task Force - Depart Supplies-Non Cap FFE	85.00
	<b>Warrant Total:</b>	<b>85.00</b>
	<b>FUND 2864 TOTAL:</b>	<b>10,302.07</b>
<b>FUND: 2914 CDBG Housing Program</b>		
<b>Warrant #: VW 00359626</b>	<b>Payee Name: J W KELSO COMPANY INC</b>	
313664	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,596.58
313664	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	45,965.85
	<b>Warrant Total:</b>	<b>41,369.27</b>
<b>Warrant #: VW 00359627</b>	<b>Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>	
23755 083112	2914152551 - 5519020 Rntr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	3,380.73
	<b>Warrant Total:</b>	<b>3,380.73</b>
<b>Warrant #: VW 00359728</b>	<b>Payee Name: SULLIVAN LAND SERVICES LTD</b>	
2012994	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	63.00
	<b>Warrant Total:</b>	<b>63.00</b>
<b>Warrant #: VW 00359758</b>	<b>Payee Name: WORLEY CATASTOPHE RESPONSE LLC</b>	
567	2914152500 - 5310001 Administration - Depart Supplies-Non Cap FFE	284.31
	<b>Warrant Total:</b>	<b>284.31</b>
	<b>FUND 2914 TOTAL:</b>	<b>45,097.31</b>

**FUND: 2991 Election Serv Cntr Fnd - HAVA**

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359557</b>	<b>Payee Name: AGEE, ROSALINDA</b>	
09/19-22/12 TRVL	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	333.89
	<b>Warrant Total:</b>	<b>333.89</b>
<b>Warrant #: VW 00359600</b>	<b>Payee Name: EDDY, CYNTHIA</b>	
08/19-22/12 TRVL	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	361.30
	<b>Warrant Total:</b>	<b>361.30</b>
<b>Warrant #: VW 00359607</b>	<b>Payee Name: FRAGOSO, SHON C</b>	
08/19-22/12 TRVL	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	370.10
	<b>Warrant Total:</b>	<b>370.10</b>
<b>Warrant #: VW 00359702</b>	<b>Payee Name: SARGENT, WILLIAM K.</b>	
JUL-AUG 2012 TRV	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	390.00
	<b>Warrant Total:</b>	<b>390.00</b>
<b>Warrant #: VW 00359729</b>	<b>Payee Name: SULLIVAN, DWIGHT D</b>	
08/03-19/12 TRVL	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	502.45
	<b>Warrant Total:</b>	<b>502.45</b>
<b>Warrant #: VW 00359756</b>	<b>Payee Name: WILLIAMS, MARGARET S.</b>	
08/19-22/12 TRVL	2991114019 - 5495100 Election Srvs Ctr Fund - HAVA - Education	358.88
	<b>Warrant Total:</b>	<b>358.88</b>
<b>FUND 2991 TOTAL:</b>		<b>2,316.62</b>
<b>FUND: 2994 Disaster Recovery - Ike</b>		
<b>Warrant #: VW 00359593</b>	<b>Payee Name: CROWDERGULF JOINT VENTURE LLP</b>	
GALC10504925	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	94,665.00
	<b>Warrant Total:</b>	<b>94,665.00</b>
<b>FUND 2994 TOTAL:</b>		<b>94,665.00</b>
<b>FUND: 3312 Unltd Tax Road Bonds Sr 2009</b>		
<b>Warrant #: VW 00359636</b>	<b>Payee Name: KLOTZ ASSOC INC</b>	
812043	3312312111 - 5731128 Non-County Roads - Melody Lane	516.92
	<b>Warrant Total:</b>	<b>516.92</b>
<b>FUND 3312 TOTAL:</b>		<b>516.92</b>
<b>FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins</b>		
<b>Warrant #: VW 00359574</b>	<b>Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS</b>	
AUGUST 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	39,469.41
AUGUST 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnzn Fee	18,498.25
JULY 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	39,703.52
JULY 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnzn Fee	18,666.00
JUNE 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	38,822.92

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

Invoice Number	Account Info	Amount
JUNE 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnztn Fee	16,058 25
MAY 2012	6123155021 - 5417201 Group Insurance - Health Ins Administrative Fee	39,073 18
MAY 2012	6123155021 - 5417204 Group Insurance - Preferred Provdr Orgnztn Fee	16,241 25
<b>Warrant Total:</b>		<b>226,532.78</b>

Warrant #:	Payee Name:		
<b>VW 00359621</b>	<b>HUEY T LITTLETON CLAIMS SERVICE OF</b>		
28563	6123155020 - 5411095 Workers' Compensation - Third Party Administration Fee	2,237 75	
30085	6123155020 - 5411095 Workers' Compensation - Third Party Administration Fee	2,352 75	
31337	6123155020 - 5411095 Workers' Compensation - Third Party Administration Fee	3,469 50	
32602	6123155020 - 5411095 Workers' Compensation - Third Party Administration Fee	5,524 75	
<b>Warrant Total:</b>		<b>13,584.75</b>	

Warrant #:	Payee Name:		
<b>VW 00359625</b>	<b>INTERFACE EAP INC</b>		
C027M912	6123155021 - 5491704 Group Insurance - Employee Assistance Program	3,504.55	
<b>Warrant Total:</b>		<b>3,504.55</b>	

Warrant #:	Payee Name:		
<b>VW 00359723</b>	<b>STANDARD INSURANCE CO</b>		
AUGUST 2012	6123155021 - 5491737 Group Insurance - Life Insurance Premiums	5,034 40	
<b>Warrant Total:</b>		<b>5,034.40</b>	

**FUND 6123 TOTAL: 248,656.48**

## FUND: 7605 Escrow Fund

Warrant #:	Payee Name:		
<b>VW 00359734</b>	<b>TEXAS DEPARTMENT OF HEALTH</b>		
AUG 2012	7605000000 - 2476036 Escrow Fund - Cntrl Adoption Reg FC 108 006	84 06	
<b>Warrant Total:</b>		<b>84.06</b>	

Warrant #:	Payee Name:		
<b>VW 00359736</b>	<b>TEXAS PARKS AND WILDLIFE DEPT</b>		
AUG 12 JP1 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	4,222 50	
<b>Warrant Total:</b>		<b>4,222.50</b>	

Warrant #:	Payee Name:		
<b>VW 00359737</b>	<b>TEXAS PARKS AND WILDLIFE DEPT</b>		
AUG 12 JP5 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	1,204 45	
<b>Warrant Total:</b>		<b>1,204.45</b>	

**FUND 7605 TOTAL: 5,511.01**

# ***Galveston County, Texas***

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

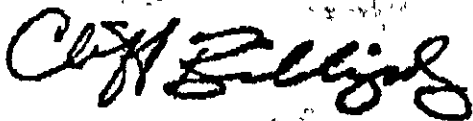
## **Summary of All Funds**

<u>Fund</u>	<u>Amount</u>
1101 General Fund	280,240 25
2121 Donations To Galveston County	765 57
2131 DA Seized Funds Afte Aft 10/89	3,195 75
2205 Courthouse Security Fund	6 78
2220 Adult Probation Fund	2,397 54
2230 Juvenile Justice Fund	27,353 10
2242 Sheriff's Seizure Aft 10/89	1,400 00
2260 Emergency Management Fund	7,625 32
2301 Road & Bridge Fund	40,439 70
2370 Flood Control Fund	11,122 68
2410 Mosquito Control District Fund	9,322 57
2825 Galv Cnty Adult Drug Court Pgm	196 47
2841 Juvenile Probation-State Aid	1,019 11
2864 Auto Crimes Task Force Grant	10,302 07
2914 CDBG Housing Program	45,097 31
2991 Election Serv Cntr Fnd - HAVA	2,316 62
2994 Disaster Recovery - Ike	94,665 00
3312 Unltd Tax Road Bonds Sr 2009	516 92
6123 Group,Wrks'Comp,Unemplmnt Ins	248,656 48
7605 Escrow Fund	5,511 01
<b>Grand Total:</b>	<b><u>792,150.25</u></b>


# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/11/2012

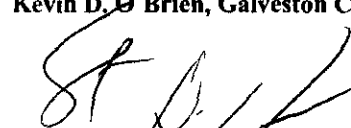
Approved Order to pay by Commissioners Court this day September 18, 2012



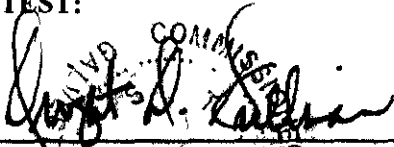
Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge

  
Patrick Doyle, Galveston County Commissioner, Pct 1  
Kevin D. O'Brien, Galveston County Commissioner, Pct 2  
Stephen D. Holmes, Galveston County Commissioner, Pct 3  
Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight D. Sullivan, County Clerk

CLERK  
COUNTY CLERK

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359552	703754	4M YOUTH SERVICES INC	09/11/12	3,100 00	MW	OH	
A200359553	703258	A BEE BUSTER	09/11/12	200 00	MW	OH	
A200359554	702471	ABL MANAGEMENT INC	09/11/12	18,136 21	MW	OH	
A200359555	702588	ABY MANUFACTURING GROUP INC	09/11/12	41 73	MW	OH	
A200359556	714256	ADOBE TITLE LLC	09/11/12	12 00	MW	OH	
A200359557	713690	AGEE, ROSALINDA	09/11/12	333 89	MW	OH	
A200359558	710774	AIREY, MELANIE	09/11/12	46 00	MW	OH	
A200359559	VOID CONTINU	Void - Continued Stub	09/11/12	0 00	VM	OH	Void
A200359560	013524	ALERT ALARM BURG AND FIRE PRO	09/11/12	4,660 00	MW	OH	
A200359561	710243	ALLIGARE LLC	09/11/12	3,137 44	MW	OH	
A200359562	714413	ALZAFARI, ERIC	09/11/12	138 20	MW	OH	
A200359563	702478	AMERSON, RODGER DAN	09/11/12	200 00	MW	OH	B7
A200359564	714624	ARRENDONDO, LINDSAY	09/11/12	886 48	MW	OH	B7
A200359565	704093	ASTIN, JULIE A	09/11/12	93 80	MW	OH	
A200359566	713566	ATTAWAY, ANGELA	09/11/12	480 00	MW	OH	
A200359567	021030	BACLIFF BUILDERS SUPPLY INC	09/11/12	356 83	MW	OH	
A200359568	703910	BARNETT, STEPHANIE B	09/11/12	214 50	MW	OH	B7
A200359569	021360	BAY OIL CO CORP	09/11/12	16,407 15	MW	OH	
A200359570	700686	BFI WASTE SERVICES OF TEXAS L	09/11/12	438 26	MW	OH	
A200359571	023077	BLOOM, GERSON D	09/11/12	357 50	MW	OH	B7
A200359572	700014	SLOW, ADRIENNE M	09/11/12	123 77	MW	OH	
A200359573	408363	BONO JONI	09/11/12	1,380 00	MW	OH	B7
A200359574	709220	BOON CHAPMAN BENEFIT ADMINIST	09/11/12	226,532 78	MW	OH	
A200359575	401759	BOSWORTH PAPERS INC	09/11/12	362 09	MW	OH	
A200359576	702559	BRIGGS, LYNETTE	09/11/12	2,750 00	MW	OH	B7
A200359577	024240	BROOKSIDE EQUIP SALES INC	09/11/12	118 01	MW	OH	



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200359578	714766	BROWN, ADAM BANKS	09/11/12	39 00	MW	OH		
A200359579	701322	C JOHNNY ON THE SPOT INC	09/11/12	1,600 00	MW	OH		
A200359580	031559	CALICO WELDING SUPPLY CO	09/11/12	156 00	MW	OH		
A200359581	703700	CANON BUSINESS SOLUTIONS INC	09/11/12	28 41	MW	OH		
A200359582	406719	CAPITAL GRAPHICS INC	09/11/12	1,197 00	MW	OH		
A200359583	706200	CASTILLO, MARK A	09/11/12	659 75	MW	OH	B7	
A200359584	702081	CEASER KENDRIC	09/11/12	552 50	MW	OH	B7	
A200359585	033027	CITY OF HITCHCOCK	09/11/12	10,217 07	MW	OH		
A200359586	033290	CLARK, DIANE	09/11/12	763 75	MW	OH	B7	
A200359587	712273	CLEMENTS, CLYDE WESLEY	09/11/12	650 00	MW	OH	B7	
A200359588	714315	COASTAL STRATEGIES GROUP	09/11/12	7,625 32	MW	OH		
A200359589	709399	COBURN SUPPLY COMPANY INC	09/11/12	1 490 48	MW	OH		
A200359590	702713	COCHRAN, WINSTON E JR	09/11/12	950 00	MW	OH	B7	
A200359591	223792	COFEJO HARDWARE INC	09/11/12	16 75	MW	OH		
A200359592	034223	COLTZER, ROBERT G	09/11/12	1,282 48	MW	OH	B7	
A200359593	708690	CROWDERGULF JOINT VENTURE LLP	09/11/12	94,665 00	MW	OH		
A200359594	706153	DIAZ, MARK A	09/11/12	422 50	MW	OH	B7	
A200359595	713268	DICKEY, TAMYRA	09/11/12	50 51	MW	OH		
A200359596	710000	DICKEY, WILLIAM SHANE	09/11/12	93 80	MW	OH		
A200359597	700879	DONNA BROWN INVESTIGATION & R	09/11/12	910 00	MW	OH	B7	
A200359598	410361	DROSNE, LARRY	09/11/12	55 50	MW	OH		
A200359599	701181	DUCOTE, JEREMY B	09/11/12	195 00	MW	OH	B7	
A200359600	713675	EDDY, CYNTHIA	09/11/12	361 30	MW	OH		
A200359601	707318	EFFINGER, ERIKA	09/11/12	83 25	MW	OH		
A200359602	710066	EMILY A FISHER PLLC	09/11/12	327 40	MW	OH	B7	
A200359603	062067	FEDEX CORP	09/11/12	111 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200359604	410399	FOLEY, KERRI	09/11/12	4,140 00	MW	OH	B7	
A200359605	710682	FOWLER, JANA K	09/11/12	481 28	MW	OH	B7	
A200359606	713959	FOXHOVEN INC	09/11/12	50,000 00	MW	OH		
A200359607	713384	FRAGOSO, SHON C	09/11/12	370 10	MW	OH		
A200359608	711123	FREEMAN, CANDICE	09/11/12	135 32	MW	OH		
A200359609	704625	G & K SERVICES	09/11/12	607 28	MW	OH		
A200359610	406195	GALVESTON COUNTY SHERIFF'S DE	09/11/12	1,421 50	MW	OH		
A200359611	071746	GARATE, FAITH E	09/11/12	76 59	MW	OH		
A200359612	711807	GARRETT FRED	09/11/12	362 92	MW	OH	B7	
A200359613	705919	GHG CORPORATION	09/11/12	475 00	MW	OH		
A200359614	711122	GLENN, KRISTENA	09/11/12	565 12	MW	OH		
A200359615	073668	GLYWASKY, DONALD	09/11/12	58 61	MW	OH		
A200359616	703059	GUSTAFSON, TERRI	09/11/12	100 88	MW	OH		
A200359617	431294	HENDERSON, ANTHONY	09/11/12	69 38	MW	OH		
A200359618	710193	HI-WAY EQUIPMENT COMPANY LLC	09/11/12	4,335 12	MW	OH		
A200359619	432358	HIRSCH PHD, VICTOR	09/11/12	100 00	MW	OH		
A200359620	403105	HOME DEPOT	09/11/12	119 07	MW	OH		
A200359621	703064	HUEY T LITTLETON CLAIMS SERVI	09/11/12	13,584 75	MW	OH		
A200359622	714392	HUGHES WATERS & ASKANASE LLP	09/11/12	5 00	MW	OH		
A200359623	703352	HUITT-ZOLLARS INC	09/11/12	9,105 86	MW	OH		
A200359624	707488	IBRAHIM & ELLIOTT LLP	09/11/12	698 75	MW	OH	B7	
A200359625	400917	INTERFACE EAP INC	09/11/12	3,504 55	MW	OH		
A200359626	701901	J W KELSO COMPANY INC	09/11/12	41 369 27	MW	OH		
A200359627	403049	JAHN-GALVESTON INSURANCE AGEN	09/11/12	3,593 73	MW	OH		
A200359628	703951	JIMENEZ, JOAQUIN	09/11/12	1,210 00	MW	OH	B7	
A200359629	703876	JOHNSON, SHAWN MICHAEL	09/11/12	45 60	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359630	714567	JONES, MEGAN	09/11/12	425 65	MW	OH	
A200359631	400520	JOSEPH, JUNE	09/11/12	219 78	MW	OH	
A200359632	714623	JUAREZ, JENNIFER	09/11/12	64 30	MW	OH	
A200359633	712256	KIESCHNICK, JONATHAN C	09/11/12	341 25	MW	OH	B7
A200359634	708483	KLAREN, VIRGINIA REBECCA	09/11/12	553 92	MW	OH	
A200359635	402386	KLEEN JANITORIAL SUPPLY COMPA	09/11/12	12,527 46	MW	OH	
A200359636	113100	KLOTZ ASSOC INC	09/11/12	516 92	MW	OH	
A200359637	432273	LACY, WILLIE	09/11/12	196 47	MW	OH	
A200359638	707413	LANDSCAPE ART INC	09/11/12	1,109 52	MW	OH	
A200359639	711705	LARSON, FAITH	09/11/12	137 09	MW	OH	
A200359640	711173	LAW FIRM OF TOT KIM LE	09/11/12	578 50	MW	OH	B7
A200359641	714572	LAW OFFICE OF CHARLES A NOLL	09/11/12	1 490 16	MW	OH	B7
A200359642	710869	LAW OFFICE OF LINDSAY R LOPEZ	09/11/12	1,272 50	MW	OH	B7
A200359643	706605	LAW OFFICE OF MICHELE BASSETT	09/11/12	406 25	MW	OH	B7
A200359644	403281	LAW OFFICES OF DAVID P WALKER	09/11/12	182 00	MW	OH	B7
A200359645	713813	LAWYERS TITLE	09/11/12	96 00	MW	OH	
A200359646	706067	LCR-M LIMITED PARTNERSHIP	09/11/12	34 46	MW	OH	
A200359647	122275	LEWIS, VICKI	09/11/12	600 00	MW	OH	
A200359648	709067	LIBERTY TIRE RECYCLING LLC	09/11/12	1,500 00	MW	OH	
A200359649	123026	LIGGIOS TIRE AND SERVICE CENT	09/11/12	971 45	MW	OH	
A200359650	714728	LINDBLADE, ALLISON	09/11/12	454 33	MW	OH	
A200359651	707090	LINEBARGER GOGGAN BLAIR & SAM	09/11/12	10 072 58	MW	OH	
A200359652	702994	LISTER PLUMBING	09/11/12	469 40	MW	OH	
A200359653	713803	LUTES JR, PAUL ELY	09/11/12	600 00	MW	OH	
A200359654	711912	M BRUCE FORT PC	09/11/12	1,501 50	MW	OH	B7
A200359655	136192	MAINLAND TOOL AND SUPPLY INC	09/11/12	244 97	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359656	709125	MALONEY & PARKS LLP	09/11/12	5,313 75	MW	OH	B7
A200359657	409490	MARK 1 PLUMBING INC	09/11/12	350 00	MW	OH	
A200359658	705424	MASTER WORD SERVICE INC	09/11/12	2,472 77	MW	OH	
A200359659	407317	MATHESON TRI-GAS INC	09/11/12	18 50	MW	OH	
A200359660	400252	MAXWELL, BONITA G	09/11/12	189 81	MW	OH	
A200359661	714555	MCANULTY, DAN A JR	09/11/12	3,730 92	MW	OH	
A200359662	707722	MCGILL LAW FIRM, THE	09/11/12	162 50	MW	OH	B7
A200359663	707872	MCQUAGE PC, THOMAS W	09/11/12	4,921 41	MW	OH	
A200359664	131029	MCREE FORD INC	09/11/12	66 40	MW	OH	
A200359665	709045	MEIER SHARON K	09/11/12	422 50	MW	OH	B7
A200359666	704761	MESA MECHANICAL INC	09/11/12	2,765 00	MW	OH	
A200359667	407740	MILLO, HARRY	09/11/12	22 70	MW	OH	
A200359668	710357	MORRIS, PHILLIP W	09/11/12	355 00	MW	OH	B7
A200359669	705888	NAJER MAURICE	09/11/12	1,527 50	MW	OH	B7
A200359670	714434	NELSON, TAD A	09/11/12	1,250 00	MW	OH	B7
A200359671	410387	NEOPOST USA INC	09/11/12	39 00	MW	OH	
A200359672	714643	NETSYNC NETWORK SOLUTIONS	09/11/12	7 049 63	MW	OH	
A200359673	714775	NGUYEN, MARGARITA	09/11/12	693 80	MW	OH	
A200359674	144261	NORRIS, BRENT T	09/11/12	67 16	MW	OH	
A200359675	710551	NORVAREM, S A U	09/11/12	14,212 68	MW	OH	
A200359676	711213	NRG ENERGY INC	09/11/12	765 57	MW	OH	
A200359677	714761	OLDHAM, SHARON GAIL	09/11/12	8 00	MW	OH	
A200359678	714764	ORCHARD PARK ACQUISITIONS LLC	09/11/12	66 00	MW	OH	
A200359679	400105	OWEN ELECTRIC SUPPLY	09/11/12	204 88	MW	OH	
A200359680	705290	PALMER MICHAEL	09/11/12	406 25	MW	OH	B7
A200359681	409712	PARISH, ERVIN R	09/11/12	205 91	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359682	711293	PARKS TAMRA	09/11/12	140 00	MW	OH	B7
A200359683	714594	PARTAIN, JOHN PHILIP	09/11/12	1 444 00	MW	OH	
A200359684	709307	PINNACLE MEDICAL MANAGEMENT C	09/11/12	1,033 50	MW	OH	
A200359685	708595	PIPER, MARY KATHRYN	09/11/12	260 00	MW	OH	
A200359686	700663	PIRATE'S PROPERTY OWNERS ASSO	09/11/12	10 00	MW	OH	
A200359687	708533	POOLE, ADAM B	09/11/12	107 00	MW	OH	
A200359688	712364	RAMIREZ, VICTORIA	09/11/12	194 81	MW	OH	
A200359689	714763	REAL TIME RESOLUTIONS INC	09/11/12	16 00	MW	OH	
A200359690	182048	REPUBLIC PARTS CO INC	09/11/12	816 00	MW	OH	
A200359691	714486	RESEARCH PRESS	09/11/12	284 90	MW	OH	
A200359692	713999	RICE, M SUSAN	09/11/12	12 00	MW	OH	
A200359693	713716	RODRIGUEZ, VANESSA	09/11/12	224 78	MW	OH	
A200359694	406506	ROELL, HOLLY C	09/11/12	1,079 00	MW	OH	B7
A200359695	706328	ROSEMON, VANESSA R	09/11/12	234 21	MW	OH	
A200359696	410635	RUSCELL, VINCENT	09/11/12	200 00	MW	OH	
A200359697	710577	RUSSELL, GREG	09/11/12	292 50	MW	OH	B7
A200359698	409033	SAM HOUSTON STATE UNIVERSITY	09/11/12	175 00	MW	OH	
A200359699	405145	SAM'S CLUB DIRECT	09/11/12	50 00	MW	OH	
A200359700	400133	SANDERS, EARNESTINE LYNCH	09/11/12	549 76	MW	OH	
A200359701	191023	SANTA FE AUTO PARTS INC	09/11/12	3 191 51	MW	OH	
A200359702	713316	SARGENT WILLIAM K	09/11/12	542 35	MW	OH	
A200359703	702664	SCHWAB TAYLOR	09/11/12	968 50	MW	OH	B7
A200359704	191411	SCHWEITZER JAMES	09/11/12	500 00	MW	OH	
A200359705	711834	SEARS & BENNETT LLP	09/11/12	6,576 48	MW	OH	B7
A200359706	192229	SEARS ROEBUCK AND COMPANY	09/11/12	173 92	MW	OH	
A200359707	711870	SHAWHAN, MATTHEW	09/11/12	411 70	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359708	134221	SHEARN MOODY PLAZA CORP	09/11/12	52,671.34	MW	OH	
A200359709	713490	SHERMAN WATKINS PLLC	09/11/12	455.00	MW	OH	B7
A200359710	400542	SHERWIN WILLIAMS PAINT CORP	09/11/12	114.29	MW	OH	
A200359711	703308	SHI GOVT SOLUTIONS	09/11/12	12,366.38	MW	OH	
A200359712	711554	SHORE POWER INC	09/11/12	142.28	MW	OH	
A200359713	714568	SIMS, BRANDON	09/11/12	107.00	MW	OH	
A200359714	710353	SIURKO, CINDY	09/11/12	240.00	MW	OH	
A200359715	706313	SKUFCA, RICHARD	09/11/12	49.95	MW	OH	
A200359716	430754	SMITH, JAMES DENNIS	09/11/12	260.00	MW	OH	B7
A200359717	709133	SNIDER TIRE INC	09/11/12	2,773.38	MW	OH	
A200359718	701326	SOUTHERN COMPUTER WAREHOUSE	09/11/12	20,535.58	MW	OH	
A200359719	408831	SOUTHERN CRUSHED CONCRETE LLC	09/11/12	1,845.14	MW	OH	
A200359720	714529	SOUTHERN POLICE EQUIPMENT CO	09/11/12	439.98	MW	OH	
A200359721	701024	SOWA, DEBBIE	09/11/12	60.05	MW	OH	
A200359722	707013	STACEY VALDEZ & ASSOCIATES PL	09/11/12	520.00	MW	OH	B7
A200359723	500042	STANDARD INSURANCE CO	09/11/12	5,034.40	MW	OH	
A200359724	194159	STANDARD STEEL SUPPLY INC	09/11/12	704.20	MW	OH	
A200359725	708844	STARTER ELECTRICITY LLC	09/11/12	0.50	MW	OH	
A200359726	194167	STATE BAR OF TEXAS	09/11/12	85.00	MW	OH	
A200359727	702839	SUHLER DAVID	09/11/12	600.00	MW	OH	B7
A200359728	711234	SULLIVAN LAND SERVICES LTD	09/11/12	63.00	MW	OH	
A200359729	704108	SULLIVAN, DWIGHT D	09/11/12	557.93	MW	OH	
A200359730	712040	SUMMERLIN LAW FIRM PLLC	09/11/12	2,112.50	MW	OH	B7
A200359731	708736	TARLOW, NATHANIEL	09/11/12	29.00	MW	OH	
A200359732	410529	TAYLOR, ANGELA M	09/11/12	113.75	MW	OH	B7
A200359733	406632	TEXAS COURT REPORTERS ASSOCIA	09/11/12	150.00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359734	404312	TEXAS DEPARTMENT OF HEALTH	09/11/12	84 06	MW	OH	
A200359735	708583	TEXAS LAW & PSYCHIATRY PLLC	09/11/12	1,000 00	MW	OH	MH
A200359736	202267	TEXAS PARKS AND WILDLIFE DEPT	09/11/12	4,222 50	MW	OH	
A200359737	202267	TEXAS PARKS AND WILDLIFE DEPT	09/11/12	1 204 45	MW	OH	
A200359738	406147	THOMA, JOHN	09/11/12	80 00	MW	OH	B7
A200359739	401653	TRUCK PARTS & SPECIALISTS INC	09/11/12	2 565 98	MW	OH	
A200359740	710161	TUBING AND METRICS HYDRAULICS	09/11/12	469 78	MW	OH	
A200359741	405980	TURMAN AND ASSOCIATES INC	09/11/12	995 30	MW	OH	B7
A200359742	701538	UNITED PARCEL SERVICE	09/11/12	49 55	MW	OH	
A200359743	404588	UNIVAR USA	09/11/12	8,485 00	MW	OH	
A200359744	402812	UTMB	09/11/12	16,500 09	MW	OH	
A200359745	714478	VACLAVIK ADVISORY GROUP LLC	09/11/12	2 084 50	MW	OH	
A200359746	714596	VALDIVIA, CINDY M	09/11/12	155 51	MW	OH	
A200359747	708647	VANCE, KYM	09/11/12	308 11	MW	OH	
A200359748	714758	VANDEAVER, KACEY	09/11/12	426 21	MW	OH	
A200359749	231209	WALMART	09/11/12	120 82	MW	OH	
A200359750	713777	WATERWALL, CHASE	09/11/12	81 03	MW	OH	
A200359751	712330	WATKINS, GENE ANTONE	09/11/12	260 00	MW	OH	B7
A200359752	701533	WEST PUBLISHING CORPORATION	09/11/12	52 50	MW	OH	
A200359753	714762	WHITTINGTON VON STERNBERG	09/11/12	130 00	MW	OH	
A200359754	136432	WILBARGER COUNTY	09/11/12	685 00	MW	OH	
A200359755	405544	WILLEY, BARRY C	09/11/12	78 82	MW	OH	
A200359756	710049	WILLIAMS, MARGARET S	09/11/12	358 88	MW	OH	
A200359757	713849	WILLIAMS, TRACEY	09/11/12	26 40	MW	OH	
A200359758	714640	WORLEY CATASTOPHE RESPONSE LL	09/11/12	284 31	MW	OH	
A200359759	242016	XEROX CORPORATION	09/11/12	178 00	MW	OH	

Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note  
===== ZENDEH DEL AND ASSOCIATES PLL 09/11/12 178 75 MW OH B7 =====

S U B T O T A L S					
Total Void Machine Written				0 00	Number of Checks Processed 1
Total Void Hand Written				0 00	Number of Checks Processed 0
Total Machine Written				787,984 81	Number of Checks Processed 208
Total Hand Written				0 00	Number of Checks Processed 0
Total Reversals				0 00	Number of Checks Processed 0
Total Cancelled				0 00	Number of Checks Processed 0

S U B T O T A L 787,984 81



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
F600000475	714252	CLASSIC AUTOPLEX GALVESTON	09/11/12	609 98	CX	OH	
F600000476	071118	GALVESTON NEWSPAPERS INC	09/11/12	3,555 46	CX	OH	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	4,165 44	Number of Checks Processed	2

S U B T O T A L

4,165 44

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	
=====	=====	=====	=====	=====	=====	=====	=====	=====
GRAND	TOTALS							
		Total Void Machine Written		0 00		Number of Checks Processed		1
		Total Void Hand Written		0 00		Number of Checks Processed		0
		Total Machine Written		787 984 81		Number of Checks Processed		208
		Total Hand Written		0 00		Number of Checks Processed		0
		Total Reversals		0 00		Number of Checks Processed		0
		Total Cancelled		4,165 44		Number of Checks Processed		2
GRAND	TOTAL			792,150 25				

Vendor ID	Vendor Name	Bank ID	Bank Account Number	Account Type	Deposit Amount	Tape Rec No	TRNS Type
714252	CLASSIC AUTOPLEX GALVEST	113100091	3010012999	CHECKING	609 98		
071118	GALVESTON NEWSPAPERS INC	113100091	3010004038	CHECKING	3,555 46		
TOTAL AMOUNT					4,165 44		
TOTAL AMOUNT 2nd					0 00		
NUMBER OF ENTRIES							2

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00000477</b>	<b>Payee Name: CLASSIC AUTOPLEX GALVESTON</b>	
73835	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	1,225 99
74330	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	255 89
74340	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	74 62
74345	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,208 68
74360	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	696 87
74364	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	201 28
74366	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,041 64
74397	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	65 92
74399	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	149 30
74438	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	328 17
74441	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	284 21
74442	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	256 70
74458	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	43 49
74468	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	130 98
74469	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	34 33
74472	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	14 50
<b>Warrant Total:</b>		<b>6,012.57</b>
<b>Warrant #: VW 00359762</b>	<b>Payee Name: AHERN RENTALS INC</b>	
11141532001	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,327 85
<b>Warrant Total:</b>		<b>1,327.85</b>
<b>Warrant #: VW 00359763</b>	<b>Payee Name: AIREY, MELANIE</b>	
10461189831	1101127100 - 5310000 District Attorney - Supplies and Materials	16 00
<b>Warrant Total:</b>		<b>16.00</b>
<b>Warrant #: VW 00359766</b>	<b>Payee Name: AMBIT ENERGY LP</b>	
089E8B1	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
104E9F0	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	136 80
<b>Warrant Total:</b>		<b>236.80</b>
<b>Warrant #: VW 00359769</b>	<b>Payee Name: AT&amp;T MOBILITY</b>	
2872348763060912	1101211121 - 5310001 Sheriff-Criminal Investigation - Depart Supplies-Non Cap	44 40
<b>Warrant Total:</b>		<b>44.40</b>
<b>Warrant #: VW 00359772</b>	<b>Payee Name: BARNETT, STEPHANIE B</b>	
12CR0496 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221 00
321688 091212	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	123 50
<b>Warrant Total:</b>		<b>344.50</b>
<b>Warrant #: VW 00359774</b>	<b>Payee Name: BAY OIL CO CORP</b>	
210195	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	5,520 60
<b>Warrant Total:</b>		<b>5,520.60</b>
<b>Warrant #: VW 00359776</b>	<b>Payee Name: BEHRANA, SONIA</b>	
322637 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00359777</b>	<b>Payee Name: BENNETT, JAMES M</b>	

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
PR73358 082112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	450 00
	<b>Warrant Total:</b>	<b>450.00</b>
<b>Warrant #: VW 00359778</b>	<b>Payee Name: BERARDINELLI CORREIA, SHAUNA L</b>	
12CP0031 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	559 00
12CP0045 082012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	84 50
12CPO015 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	936 00
	<b>Warrant Total:</b>	<b>1,579.50</b>
<b>Warrant #: VW 00359779</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
0855000548255	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	234 97
0855000548711	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	772 60
	<b>Warrant Total:</b>	<b>1,007.57</b>
<b>Warrant #: VW 00359782</b>	<b>Payee Name: BOB J JOHNSON &amp; ASSOCIATES</b>	
267518	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,490 00
267819	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	764 55
	<b>Warrant Total:</b>	<b>2,254.55</b>
<b>Warrant #: VW 00359783</b>	<b>Payee Name: BRIGGS, LYNETTE</b>	
11CR0802 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12JV0254 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
	<b>Warrant Total:</b>	<b>455.00</b>
<b>Warrant #: VW 00359784</b>	<b>Payee Name: BRIGGS, LYNETTE</b>	
318267 090612	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	1,273 80
	<b>Warrant Total:</b>	<b>1,273.80</b>
<b>Warrant #: VW 00359787</b>	<b>Payee Name: BURTS AIR CONDITIONING &amp; HEATING</b>	
15976	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	12,500 00
	<b>Warrant Total:</b>	<b>12,500.00</b>
<b>Warrant #: VW 00359788</b>	<b>Payee Name: CALDWELL, DORIS</b>	
8875	1101000050 - 4471030 Culture and Recreation - User Fees-Bayshore Park Pavln	75 00
	<b>Warrant Total:</b>	<b>75 00</b>
<b>Warrant #: VW 00359789</b>	<b>Payee Name: CAPITAL GRAPHICS INC</b>	
110660	1101114030 - 5499201 Election Expense - Election Expense	1,199 00
	<b>Warrant Total:</b>	<b>1,199.00</b>
<b>Warrant #: VW 00359791</b>	<b>Payee Name: CASTILLO, CARLOS JR</b>	
2002781001	1101000050 - 4471010 Culture and Recreation - User Fees - W H Park	400 00
	<b>Warrant Total:</b>	<b>400.00</b>
<b>Warrant #: VW 00359792</b>	<b>Payee Name: CAVENDERS BOOT CITY</b>	
90712	1101223800 - 5312101 Constable Pct #8 - Uniform Expense	1,071 00
90712 090712	1101223800 - 5312101 Constable Pct #8 - Uniform Expense	226 80
	<b>Warrant Total:</b>	<b>1,297.80</b>
<b>Warrant #: VW 00359793</b>	<b>Payee Name: CENTERPOINT ENERGY</b>	
48116073 090712	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	76 30
	<b>Warrant Total:</b>	<b>76.30</b>

# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359798</b>	<b>Payee Name: CITY OF GALVESTON</b>	
10/1/12-10/1/13	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	25 00
	<b>Warrant Total:</b>	<b>25.00</b>
<b>Warrant #: VW 00359799</b>	<b>Payee Name: CITY OF TEXAS CITY</b>	
2256280350 09/12	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	68 69
	<b>Warrant Total:</b>	<b>68.69</b>
<b>Warrant #: VW 00359801</b>	<b>Payee Name: CLARK, DIANE</b>	
03FD2932 082412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221 00
12CP0016 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	279 50
12CP0017 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
12CP0039 082412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	266 50
12CP0045 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	136 50
12CR1315 090812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650 00
	<b>Warrant Total:</b>	<b>1,976.00</b>
<b>Warrant #: VW 00359804</b>	<b>Payee Name: COLTZER, ROBERT G</b>	
12CR0382 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	540 80
	<b>Warrant Total:</b>	<b>540.80</b>
<b>Warrant #: VW 00359805</b>	<b>Payee Name: COMMERCE TITLE COMPANY OF TEXAS LLC</b>	
850906 032112	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
	<b>Warrant Total:</b>	<b>8.00</b>
<b>Warrant #: VW 00359806</b>	<b>Payee Name: COMMERCE TITLE COMPANY OF TEXAS LLC</b>	
846196 022112	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
	<b>Warrant Total:</b>	<b>12.00</b>
<b>Warrant #: VW 00359808</b>	<b>Payee Name: COOK, DAVID</b>	
12CR0970 091312	1101121000 - 5431000 Justice Administration - Trial Expense	15 80
12CR0970 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	646 75
12JV0163 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	766 90
26675 083112	1101121000 - 5431000 Justice Administration - Trial Expense	19 20
26675 083112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	276 25
	<b>Warrant Total:</b>	<b>1,724.90</b>
<b>Warrant #: VW 00359809</b>	<b>Payee Name: COX, ELAINE</b>	
AUG 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	78 26
	<b>Warrant Total:</b>	<b>78.26</b>
<b>Warrant #: VW 00359810</b>	<b>Payee Name: DAHLENBURG, MICHAEL L</b>	
PR0073489 071212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	300 00
	<b>Warrant Total:</b>	<b>300.00</b>
<b>Warrant #: VW 00359811</b>	<b>Payee Name: DANESI'S OUTDOOR SERVICES</b>	
79	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
80	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
81	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
82	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
83	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00
84	1101544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	1,134 00

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>6,804.00</b>
<b>Warrant #: VW 00359812</b>	<b>Payee Name: DAVISON, AMRI</b>	
090412 CRT RPTR	1101121000 - 5431221 Justice Administration - Defense Atty Co Ct	759 84
090712 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
<b>Warrant Total:</b>		<b>1,013.12</b>
<b>Warrant #: VW 00359813</b>	<b>Payee Name: DEATHERAGE, TODD WYATT</b>	
PR72063 050812	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	412 00
<b>Warrant Total:</b>		<b>412.00</b>
<b>Warrant #: VW 00359815</b>	<b>Payee Name: DIAZ, DEBBIE</b>	
AUG 2012 MLG	1101122300 - 5496301 Probate Court - Sullivan - Auto Mileage	226 44
<b>Warrant Total:</b>		<b>226.44</b>
<b>Warrant #: VW 00359816</b>	<b>Payee Name: DIAZ, MARK A</b>	
12CR1172 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
<b>Warrant Total:</b>		<b>292.50</b>
<b>Warrant #: VW 00359818</b>	<b>Payee Name: DIRECT ENERGY LP</b>	
4279767 082712	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	137 30
650885486	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	152 51
652387580	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	99 83
<b>Warrant Total:</b>		<b>389.64</b>
<b>Warrant #: VW 00359819</b>	<b>Payee Name: DISHER, DAVID A</b>	
318252 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	110 50
<b>Warrant Total:</b>		<b>110.50</b>
<b>Warrant #: VW 00359820</b>	<b>Payee Name: DOLPHIN CHEMICAL &amp; SUPPLY COMPANY LLC</b>	
10125	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	616 00
<b>Warrant Total:</b>		<b>616.00</b>
<b>Warrant #: VW 00359821</b>	<b>Payee Name: DUCOTE, JAMES</b>	
JAIL DKT 090812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00359824</b>	<b>Payee Name: ELLIS, SABRINA E.</b>	
09/04-14/12	1101121000 - 5481000 Justice Administration - Contract Service	300 00
<b>Warrant Total:</b>		<b>300.00</b>
<b>Warrant #: VW 00359828</b>	<b>Payee Name: FAUS, SALVADOR</b>	
94FD2393 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	75 80
<b>Warrant Total:</b>		<b>75.80</b>
<b>Warrant #: VW 00359829</b>	<b>Payee Name: FIRST CHOICE POWER</b>	
655001102181985	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
655002002596660	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	144 81
655002003325385	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	80 06
<b>Warrant Total:</b>		<b>324.87</b>
<b>Warrant #: VW 00359830</b>	<b>Payee Name: FISHER, DENA LAURA</b>	

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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
11CR3626 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,430 00
12CR1599 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
314521 091312	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	1,105 00
<b>Warrant Total:</b>		<b>3,152.50</b>
<b>Warrant #: VW 00359832</b>	<b>Payee Name: FONTENOT, SHANA</b>	
1013300001	1101000050 - 4471011 Culture and Recreation - User Fees - Carbide Park	255 00
<b>Warrant Total:</b>		<b>255.00</b>
<b>Warrant #: VW 00359833</b>	<b>Payee Name: FOWLER, JANA K</b>	
090612 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253 28
090712 CRT RPTR	1101121000 - 5481000 Justice Administration - Contract Service	126 64
<b>Warrant Total:</b>		<b>379.92</b>
<b>Warrant #: VW 00359834</b>	<b>Payee Name: FOXHOVEN INC</b>	
303105	1101159100 - 5481000 Information Technology - Contract Service	50,000 00
<b>Warrant Total:</b>		<b>50,000.00</b>
<b>Warrant #: VW 00359835</b>	<b>Payee Name: FRYE STEIDLEY OAKS AND BENAVIDEZ PLLC</b>	
JAIL DKT 090712	1101121000 - 5431221 Justice Administration - Defense Atty Co Ct	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00359836</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030159508	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 70
1030160616	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	10 50
1030164101	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	13 36
1030165366	1101522020 - 5312101 Parks Department - Uniform Expense	35 70
1030165367	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	36 72
1030165459	1101522020 - 5312101 Parks Department - Uniform Expense	44 87
1030166467	1101170100 - 5312101 Facilities Svcs & Maintenance - Uniform Expense	10 50
1030168856	1101451110 - 5312101 Senior Citizens - Uniform Expense	35 70
1030168857	1101522020 - 5312101 Parks Department - Uniform Expense	15 86
1030168859	1101522020 - 5312101 Parks Department - Uniform Expense	54 52
1030171193	1101544042 - 5312101 Beach Maintenance-Rd & Bridge - Uniform Expense	35 70
<b>Warrant Total:</b>		<b>329 13</b>
<b>Warrant #: VW 00359839</b>	<b>Payee Name: GARRETT, FRED</b>	
12CR2102 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
323809 091312	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	373 75
<b>Warrant Total:</b>		<b>780.00</b>
<b>Warrant #: VW 00359840</b>	<b>Payee Name: GELB, JEFFREY</b>	
11CR1196 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211 25
12CR1766 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	406 25
12CR2353 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
320356 091112	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	211 25
<b>Warrant Total:</b>		<b>1,056.25</b>
<b>Warrant #: VW 00359841</b>	<b>Payee Name: GELB, JEFFREY</b>	
12CR1281 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	373 75
<b>Warrant Total:</b>		<b>373.75</b>



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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359842</b>		
<b>Payee Name: GHOGOMU, WILLIAM T</b>		
323417 080612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
	<b>Warrant Total:</b>	<b>292.50</b>
<b>Warrant #: VW 00359843</b>		
<b>Payee Name: GLASS AND GLAZING INC</b>		
10985	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	337 00
	<b>Warrant Total:</b>	<b>337 00</b>
<b>Warrant #: VW 00359844</b>		
<b>Payee Name: GRAHAM, CARMEN A</b>		
12CP0030 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12CP0034 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
12CR1567 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	344 50
AUG 9-29 12 MLG	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	96 59
MH4136 081412	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4137 082412	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4138 082912	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4138A 082912	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4141 082912	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
	<b>Warrant Total:</b>	<b>1,476.09</b>
<b>Warrant #: VW 00359845</b>		
<b>Payee Name: GUCWA, CHRISTINA MARIE</b>		
10CP0078 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	13.00
11CP0036 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	513 50
11CP0051 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	377 00
11CP0068 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	182 00
11CP0069 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	110 50
11CP0071 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	58 50
11CP0074 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117 00
11CP0075 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	39 00
11CP0078 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	305 50
12CP0012 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
12CP0015 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,300 00
12CP0020 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12CP0031 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	318 50
12CP0034 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	409 50
12CP0039 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123 50
12CP0040 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	91 00
12CP0044 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	52 00
12CP0045 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	936 00
12CP0052 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	234 00
12CP0057 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	143 00
12CP0059 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	136 50
12CP0060 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	188 50
	<b>Warrant Total:</b>	<b>6,071.00</b>
<b>Warrant #: VW 00359847</b>		
<b>Payee Name: GULF COAST CENTER</b>		
SEP12 PERPETUAL	1101440100 - 5448050 Community Services - Contract Services-MHMR	35,500 00
	<b>Warrant Total:</b>	<b>35,500.00</b>
<b>Warrant #: VW 00359849</b>		
<b>Payee Name: HEERMANS, THOMAS MATHEW</b>		
12CR1919 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487 50
	<b>Warrant Total:</b>	<b>487.50</b>

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359853                      Payee Name: HIGHE, LINDA</b>		
2002758001	1101000050 - 4471030 Culture and Recreation - User Fees-Bayshore Park Pavln	70 00
	<b>Warrant Total:</b>	<b>70.00</b>
<b>Warrant #: VW 00359855                      Payee Name: HOME DEPOT</b>		
170428	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	30 96
170442	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	43 81
3011021	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	5 94
	<b>Warrant Total:</b>	<b>80.71</b>
<b>Warrant #: VW 00359856                      Payee Name: IBRAHIM &amp; ELLIOTT LLP</b>		
11CR2863 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211 25
	<b>Warrant Total:</b>	<b>211.25</b>
<b>Warrant #: VW 00359857                      Payee Name: IBRAHIM &amp; ELLIOTT LLP</b>		
12CR1764 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276 25
	<b>Warrant Total:</b>	<b>276.25</b>
<b>Warrant #: VW 00359859                      Payee Name: INTECH SOUTHWEST SERVICE LLC</b>		
10014691	1101159100 - 5750011 Information Technology - Storage Initiative	28,164 00
	<b>Warrant Total:</b>	<b>28,164.00</b>
<b>Warrant #: VW 00359864                      Payee Name: JONES LAW FIRM</b>		
05CR1343 082012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
09CR1653 081312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	175 50
11CR1558 081512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 00
11CR3641 080312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,222 00
12CR1986 081312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	214 50
313426 072912	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	221 00
	<b>Warrant Total:</b>	<b>3,133.00</b>
<b>Warrant #: VW 00359866                      Payee Name: JONES, STACEY LEE</b>		
12CR1501 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	763 75
ARI1200067	1101127100 - 5481000 District Attorney - Contract Service	3,599 75
JAIL DKT 090712	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950 00
	<b>Warrant Total:</b>	<b>5,313.50</b>
<b>Warrant #: VW 00359867                      Payee Name: JORDAN COVE APTS</b>		
901 FM 517 ROAD	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00359868                      Payee Name: JP MORGAN CHASE</b>		
SPTMBR 12 STMT	1101000000 - 1800005 General Fund - P Crd #1504	555 00
SPTMBR 12 STMT	1101000000 - 1800009 General Fund - P Crd #5147	24 95
SPTMBR 12 STMT	1101000000 - 1800022 General Fund - P Crd #7436	1,286 19
SPTMBR 12 STMT	1101000000 - 1800024 General Fund - P Crd #4219	18 40
SPTMBR 12 STMT	1101000000 - 1800030 General Fund - P Crd #5256	88 52
SPTMBR 12 STMT	1101000000 - 1800036 General Fund - P Crd #7247	177 04
SPTMBR 12 STMT	1101000000 - 1800038 General Fund - P Crd #7221	938 40
SPTMBR 12 STMT	1101000000 - 1800039 General Fund - P Crd #7388	29,709 82
SPTMBR 12 STMT	1101000000 - 1800044 General Fund - P Crd #9674	534 84
SPTMBR 12 STMT	1101000000 - 1800051 General Fund - P Crd #5647	68,484 59

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
SPTMBR 12 STMT	1101000000 - 1800052 General Fund - P Crd #4517	1,978 18
SPTMBR 12 STMT	1101000000 - 1800055 General Fund - P Crd #4475	218 63
SPTMBR 12 STMT	1101000000 - 1800056 General Fund - P Crd #4509	1,821 67
SPTMBR 12 STMT	1101000000 - 1800086 General Fund - P Card #3427	542 31
SPTMBR 12 STMT	1101000000 - 1800087 General Fund - P Card #2192	1,351 77
SPTMBR 12 STMT	1101000000 - 1800089 General Fund - P Card #1245	169 58
SPTMBR 12 STMT	1101000000 - 1800090 General Fund - P Card #1421	363 49
SPTMBR 12 STMT	1101000000 - 1800094 General Fund - P Card #6304	7,671 25
SPTMBR 12 STMT	1101000000 - 1800097 General Fund - P Card #6650	11,206 31
SPTMBR 12 STMT	1101000000 - 1800098 General Fund - P Card #1654	220 09
SPTMBR 12 STMT	1101000000 - 1800101 General Fund - P Card #5468	17,423 94
SPTMBR 12 STMT	1101000000 - 1800105 General Fund - P Card #1173	86 55
SPTMBR 12 STMT	1101000000 - 1800106 General Fund - P Card #1199	215 00
SPTMBR 12 STMT	1101000000 - 1800111 General Fund - P Card #4246	37 88
SPTMBR 12 STMT	1101000000 - 1800115 General Fund - P Card #5749	764 60
SPTMBR 12 STMT	1101000000 - 1800117 General Fund - P Card #4746	75 11
SPTMBR 12 STMT	1101000000 - 1800123 General Fund - P Crd #6093	1,811 45
SPTMBR 12 STMT	1101000000 - 1800124 General Fund - P Crd #9216	278 87
SPTMBR 12 STMT	1101000000 - 1800128 General Fund - P Card #6407	14,087 98
SPTMBR 12 STMT	1101000000 - 1800132 General Fund - P Card #3474	1,022 49
SPTMBR 12 STMT	1101000000 - 1800138 General Fund - P Card #0858	58 83
SPTMBR 12 STMT	1101000000 - 1800139 General Fund - P Card #9373	2,208 93
SPTMBR 12 STMT	1101000000 - 1800141 General Fund - P Card #7980	6 00
SPTMBR 12 STMT	1101000000 - 1800142 General Fund - P Card #7253	9,983 34
SPTMBR 12 STMT	1101000000 - 1800143 General Fund - P Card #7937	969 34
SPTMBR 12 STMT	1101000000 - 1800144 General Fund - P Card #0081	3,055 64
SPTMBR 12 STMT	1101000000 - 1800146 General Fund - P Card #0040	35 56
SPTMBR 12 STMT	1101000000 - 1800147 General Fund - P Card #0057	134 25
SPTMBR 12 STMT	1101000000 - 1800151 General Fund - P Card #2285	6,804 65
SPTMBR 12 STMT	1101000000 - 1800153 General Fund - P Card #2244	-1 62
SPTMBR 12 STMT	1101000000 - 1800154 General Fund - P Card #0045	498 10
SPTMBR 12 STMT	1101000000 - 1800158 General Fund - P Card #3896	1,048 69
SPTMBR 12 STMT	1101000000 - 1800160 General Fund - P Card #3862	288 59
SPTMBR 12 STMT	1101000000 - 1800162 General Fund - P Card #3813	596 74
SPTMBR 12 STMT	1101000000 - 1800167 General Fund - P Card #5683	6 38
SPTMBR 12 STMT	1101000000 - 1800168 General Fund - P Card #5691	302 56
SPTMBR 12 STMT	1101000000 - 1800169 General Fund - P Card #2369	185 99
SPTMBR 12 STMT	1101000000 - 1800181 General Fund - P Card #9936	202 99
SPTMBR 12 STMT	1101000000 - 1800187 General Fund - P Card #6897	109 65
SPTMBR 12 STMT	1101000000 - 1801006 General Fund - P Crd #9482	1,639 69
SPTMBR 12 STMT	1101000000 - 1801011 General Fund - P Crd #1703	60 46
SPTMBR 12 STMT	1101000000 - 1801014 General Fund - P Crd #1661	76 46
SPTMBR 12 STMT	1101000000 - 1801024 General Fund - P Crd #4328	193 35
SPTMBR 12 STMT	1101000000 - 1801029 General Fund - P Crd #8024	466 79
SPTMBR 12 STMT	1101000000 - 1801031 General Fund - P Crd #8147	86 90
SPTMBR 12 STMT	1101000000 - 1801034 General Fund - P Crd #7451	60 18
SPTMBR 12 STMT	1101000000 - 1801046 General Fund - P Crd #3375	135 18
SPTMBR 12 STMT	1101000000 - 1801066 General Fund - P Crd #0475	110 43
SPTMBR 12 STMT	1101000000 - 1801073 General Fund - P Crd #9763	533 23
SPTMBR 12 STMT	1101000000 - 1801100 General Fund - P Card #5961	130 41
SPTMBR 12 STMT	1101000000 - 1801120 General Fund - P Card #0308	4,784 23
SPTMBR 12 STMT	1101000000 - 1801121 General Fund - P Card #0316	141 95
SPTMBR 12 STMT	1101000000 - 1801128 General Fund - P Card #4154	984 75
SPTMBR 12 STMT	1101000000 - 1801129 General Fund - P Card #4188	4,377 10

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
SPTMBR 12 STMT	1101000000 - 1801133 General Fund - P Card #8613	-107 86
SPTMBR 12 STMT	1101000000 - 1801139 General Fund - P Crd #0135	118 63
SPTMBR 12 STMT	1101000000 - 1801149 General Fund - P Card #3200	1,961 41
SPTMBR 12 STMT	1101000000 - 1801156 General Fund - P Card #3275	103 16
SPTMBR 12 STMT	1101000000 - 1801158 General Fund - P Card #7495	229 41
SPTMBR 12 STMT	1101000000 - 1801174 General Fund - P Card #0066	53 40
SPTMBR 12 STMT	1101000000 - 1801178 General Fund - P Card #0832	372 79
SPTMBR 12 STMT	1101000000 - 1801180 General Fund - P Card #4116	83 83
SPTMBR 12 STMT	1101000000 - 1801190 General Fund - P Card #0846	780 19
SPTMBR 12 STMT	1101000000 - 1801192 General Fund - P Card #7044	525 87
SPTMBR 12 STMT	1101000000 - 1801193 General Fund - P Card #4628	159 60
SPTMBR 12 STMT	1101000000 - 1801197 General Fund - P Card #7225	150 35
SPTMBR 12 STMT	1101000000 - 1801200 General Fund - P Card #9546	45 16
SPTMBR 12 STMT	1101000000 - 1801201 General Fund - P Card #8042	20 16
SPTMBR 12 STMT	1101000000 - 1801204 General Fund - P Card #1936	1,106 74
SPTMBR 12 STMT	1101000000 - 1801206 General Fund - P Card #9779	591 90
SPTMBR 12 STMT	1101000000 - 1801207 General Fund - P Card #9787	129 75
SPTMBR 12 STMT	1101000000 - 1801208 General Fund - P Card 2903	187 34
SPTMBR 12 STMT	1101000000 - 1801209 General Fund - P Card #3570	251 53
SPTMBR 12 STMT	1101000000 - 1801210 General Fund - P Card #3703	22 23
SPTMBR 12 STMT	1101000000 - 1801211 General Fund - P Card #0627	80 86
SPTMBR 12 STMT	1101000000 - 1803011 General Fund - P Crd #3495	284 66
SPTMBR 12 STMT	1101000000 - 1803015 General Fund - P Card #2319	319 29
SPTMBR 12 STMT	1101000000 - 1803020 General Fund - P Card #6842	794 65
SPTMBR 12 STMT	1101000000 - 1803022 General Fund - P Card #0433	553 93
SPTMBR 12 STMT	1101000000 - 1803023 General Fund - P Card #0157	165 83
SPTMBR 12 STMT	1101000000 - 1804009 General Fund - P Card #6246	952 15
SPTMBR 12 STMT	1101000000 - 1804010 General Fund - P Card #0417	879 94
SPTMBR 12 STMT	1101000000 - 1804011 General Fund - P Card #0441	732 92
SPTMBR 12 STMT	1101000000 - 1809003 General Fund - P Card #0640	14 44
SPTMBR 12 STMT	1101000000 - 1809006 General Fund - P Card #9362	797 58
SPTMBR 12 STMT	1101000000 - 1809008 General Fund - P Card #3636	367 28
<b>Warrant Total:</b>		<b>216,169.74</b>

<b>Warrant #:</b> VW 00359870	<b>Payee Name:</b> KENNIE, MARGARET	
09/04-12/12	1101121000 - 5481000 Justice Administration - Contract Service	630 00
<b>Warrant Total:</b>		<b>630.00</b>

<b>Warrant #:</b> VW 00359872	<b>Payee Name:</b> KLEEN JANITORIAL SUPPLY COMPANY	
2319	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	530 91
<b>Warrant Total:</b>		<b>530.91</b>

<b>Warrant #:</b> VW 00359874	<b>Payee Name:</b> KUTSCHKE, MELINDA	
12CR0958 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	568 75
321363 090712	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	552 50
<b>Warrant Total:</b>		<b>1,121.25</b>

<b>Warrant #:</b> VW 00359875	<b>Payee Name:</b> LANDSCAPE ART INC	
8608	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	760 00
<b>Warrant Total:</b>		<b>760 00</b>

<b>Warrant #:</b> VW 00359877	<b>Payee Name:</b> LAW OFFICE OF CHRISTOPHER JOHNSEN	
4125 072512	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00

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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
MH4120 071212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4121 070912	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4122 080112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4122A	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4123 072512	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4123A	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4124 081312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4126 080312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4127 081312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4131 082112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4132 082112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4133 080112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	225 00
MH4133A 080112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00
MH4134 081312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4135 082112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
PR73372 082012	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	534 55

**Warrant Total: 2,834.55**

**Warrant #: VW 00359878**

**Payee Name: LAW OFFICE OF CS HALL PLLC**

12CR0128 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	861 25
12CR0209 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585 00

**Warrant Total: 1,446.25**

**Warrant #: VW 00359879**

**Payee Name: LAW OFFICE OF DANA V DREXLER**

MH4111 070312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4114 071112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4115 071212	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4116 071112	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	175 00
MH4117 072512	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	100 00
MH4119 070312	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	50 00

**Warrant Total: 625.00**

**Warrant #: VW 00359880**

**Payee Name: LAW OFFICE OF DONNA L LELEUX**

09CP0042 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	393 10
09CP0101 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
11CP0071 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50
11CP0085 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487 50
11CP0087 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	136 50
12CP0031 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	851 50
12CP0055 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,293 50
701780 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	754 00
AUGUST 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800 00

**Warrant Total: 6,106.10**

**Warrant #: VW 00359881**

**Payee Name: LAW OFFICE OF MICHAEL RUSSO PLLC**

12CR1459 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
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**Warrant Total: 292.50**

**Warrant #: VW 00359882**

**Payee Name: LAW OFFICE OF MICHELE BASSETT**

JAIL DKT 073112	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	380 00
PR0073546	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	300 00

**Warrant Total: 680.00**

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359883</b>	<b>Payee Name: LAW OFFICES OF D CHRIS HESSE</b>	
09CR0992 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	828 75
	<b>Warrant Total:</b>	<b>828.75</b>
<b>Warrant #: VW 00359884</b>	<b>Payee Name: LEATHERS, BILL</b>	
322025 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
	<b>Warrant Total:</b>	<b>325.00</b>
<b>Warrant #: VW 00359885</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
185966	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	31 50
186287	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	162 58
186505	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	22 86
186513	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	142 42
186534	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	26 00
186537	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	471 68
186553	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	48 00
186581	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
186591	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
186607	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	34 06
186608	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	26 00
186675	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	26 00
186677	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	449 22
186680	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
186697	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
186710	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	117 92
186712	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	26 00
186724	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
186769	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
186817	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	65 75
186837	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	26 00
186855	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	85 00
	<b>Warrant Total:</b>	<b>2,183.75</b>
<b>Warrant #: VW 00359887</b>	<b>Payee Name: LOVE, PAUL</b>	
12CR0583 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
	<b>Warrant Total:</b>	<b>357.50</b>
<b>Warrant #: VW 00359888</b>	<b>Payee Name: LYNCH, JACKIE</b>	
1012485	1101000050 - 4471011 Culture and Recreation - User Fees - Carbide Park	300 00
	<b>Warrant Total:</b>	<b>300.00</b>
<b>Warrant #: VW 00359889</b>	<b>Payee Name: M FOX CURL AND ASSOCIATES PC</b>	
11CR3659 082912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	624 04
12CR0957 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	536 25
	<b>Warrant Total:</b>	<b>1,160.29</b>
<b>Warrant #: VW 00359890</b>	<b>Payee Name: MANGLE, CHRISTINE L</b>	
AUGUST 2012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800 00
	<b>Warrant Total:</b>	<b>1,800.00</b>
<b>Warrant #: VW 00359891</b>	<b>Payee Name: MARION, WILLIAM DAVID</b>	
10CP0026 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	364 00

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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
10CP0100 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117 00
11CP0015 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
11CP0030 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	370 50
11CP0083 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
12CP0001 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	533 00
12CP0017 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	26 00
12CP0018 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	45 50
12CP0022 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	344 50
12CP0023 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	52 00
12CP0036 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	351 00
12CP0039 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	344 50
12CP0047 090412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	26 00
12CP0060 090312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
12CP0062 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162 50
<b>Warrant Total:</b>		<b>3,289.00</b>
<b>Warrant #: VW 00359893 Payee Name: MARTIN, THOMAS A</b>		
11CR0850 071912	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
<b>Warrant Total:</b>		<b>65.00</b>
<b>Warrant #: VW 00359895 Payee Name: MATHESON TRI-GAS INC</b>		
05342758	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	337 29
05364482	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	231 43
05364483	1101522020 - 5310000 Parks Department - Supplies and Materials	68 84
<b>Warrant Total:</b>		<b>637 56</b>
<b>Warrant #: VW 00359897 Payee Name: MCKENZIE, MARION</b>		
AUG 2012 MLG	1101443100 - 5495100 Indigent Care & Medication - Education	24 95
AUG 2012 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	229 13
<b>Warrant Total:</b>		<b>254.08</b>
<b>Warrant #: VW 00359898 Payee Name: MCLEOD ALEXANDER POWEL &amp; APFFEL PC</b>		
12CP0001 073112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
12CP0016 082812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
12CP0045 073112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	188 50
<b>Warrant Total:</b>		<b>1,033.50</b>
<b>Warrant #: VW 00359902 Payee Name: MILLER, ROBERT DAVID</b>		
12CR0653 091212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	568 75
12CR1013 091212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487 50
<b>Warrant Total:</b>		<b>1,056.25</b>
<b>Warrant #: VW 00359903 Payee Name: MORRIS, PHILLIP W</b>		
12CR2034 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>195.00</b>
<b>Warrant #: VW 00359906 Payee Name: MUELLER, DINAH J</b>		
12CP0005 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117 00
12CP0028 093012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	104 00
12CP0044 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	188 50
12CP0055 083012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123 50
<b>Warrant Total:</b>		<b>533.00</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359908</b>	<b>Payee Name: NAJER, MAURICE</b>	
32228 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
	<b>Warrant Total:</b>	<b>422.50</b>
<b>Warrant #: VW 00359909</b>	<b>Payee Name: NAMI GULF COAST</b>	
10/05/2012 NAMI	1101443100 - 5495100 Indigent Care & Medication - Education	225.00
	<b>Warrant Total:</b>	<b>225.00</b>
<b>Warrant #: VW 00359910</b>	<b>Payee Name: NICHOLSON, CONNIE</b>	
AUGUST 2012 MLG	1101440100 - 5496301 Community Services - Auto Mileage	72.71
	<b>Warrant Total:</b>	<b>72.71</b>
<b>Warrant #: VW 00359911</b>	<b>Payee Name: NICKELSON, LINDA J</b>	
JAIL DKT 091412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
	<b>Warrant Total:</b>	<b>950.00</b>
<b>Warrant #: VW 00359912</b>	<b>Payee Name: NORTHEAST TEXAS DATA CORPORATION, THE</b>	
13469	1101159100 - 5423000 Information Technology - Maint/Repairs Equipment	11,763.88
	<b>Warrant Total:</b>	<b>11,763.88</b>
<b>Warrant #: VW 00359915</b>	<b>Payee Name: O'TOOLE, CHRISTOPHER</b>	
316 AVE B	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00359917</b>	<b>Payee Name: OFFICIAL PAYMENTS CORP</b>	
RINV0004126833	1101000000 - 2296099 General Fund - Due to Credit Card Co	500.00
RINV0004149568	1101000000 - 2296099 General Fund - Due to Credit Card Co	89.17
RINV0004212162	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	5.00
RINV0004213664	1101000000 - 2296099 General Fund - Due to Credit Card Co	160.00
RINV0004234094	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	65.00
RINV0004236746	1101000000 - 2296099 General Fund - Due to Credit Card Co	331.00
RINV0004271549	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	5.00
RINV0004271632	1101000000 - 2296099 General Fund - Due to Credit Card Co	264.00
RINV0004287654	1101000000 - 4412010 General Fund - Pre-Trial Release Agency	5.00
RINV0004302273	1101000000 - 2296099 General Fund - Due to Credit Card Co	162.00
RINV0004350880	1101000000 - 4412010 General Fund - Pre-Trial Release Agency	500.00
RINV0004350881	1101000000 - 1142009 General Fund - Undist Fees JP 6 (prev #9)	224.00
RINV0004361029	1101000000 - 2296099 General Fund - Due to Credit Card Co	180.00
RINV0004361030	1101000000 - 2296099 General Fund - Due to Credit Card Co	51.90
RINV0004365913	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	85.00
RINV0004390662	1101000000 - 1142003 General Fund - Undist Fees JP 3	30.00
RINV0004395142	1101000000 - 2296099 General Fund - Due to Credit Card Co	7.50
RINV0004395143	1101000000 - 2296099 General Fund - Due to Credit Card Co	204.00
RINV0004395144	1101000000 - 4412010 General Fund - Pre-Trial Release Agency	15.00
RINV0004399586	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	25.00
RINV0004399587	1101000000 - 2296099 General Fund - Due to Credit Card Co	500.00
RINV0004399588	1101000000 - 2296099 General Fund - Due to Credit Card Co	400.00
RINV0004399589	1101000000 - 2296099 General Fund - Due to Credit Card Co	499.00
RINV0004399590	1101000000 - 2296099 General Fund - Due to Credit Card Co	203.00
RINV0004417214	1101000000 - 2296099 General Fund - Due to Credit Card Co	17.00
RINV0004422818	1101000000 - 2296099 General Fund - Due to Credit Card Co	45.00
RINV0004433875	1101000000 - 1142007 General Fund - Undist Fees JP 7	150.00



# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
RINV0004436030	1101000000 - 2296099 General Fund - Due to Credit Card Co	107 40
RINV0004438644	1101000000 - 2296099 General Fund - Due to Credit Card Co	110 00
RINV0004441423	1101000000 - 2296099 General Fund - Due to Credit Card Co	17 00
RINV0004450551	1101000000 - 2296099 General Fund - Due to Credit Card Co	360 10
RINV0004454634	1101000000 - 2296099 General Fund - Due to Credit Card Co	213 20
RINV0004454635	1101000000 - 1142050 General Fund - Undistributed Fees-Court Coll	6 00
RINV0004456706	1101000000 - 1142006 General Fund - Undist Fees JP 8 1	12 00
RINV0004463418	1101000000 - 2296099 General Fund - Due to Credit Card Co	172 00
RINV0004470356	1101000000 - 2296099 General Fund - Due to Credit Card Co	27 00
RINV0004470357	1101000000 - 2296099 General Fund - Due to Credit Card Co	491 00
RINV0004470358	1101000000 - 2296099 General Fund - Due to Credit Card Co	27 00
RINV0004470359	1101000000 - 2296099 General Fund - Due to Credit Card Co	100 00
RINV0004480360	1101000000 - 1142009 General Fund - Undist Fees JP 6 (prev #9)	215 80
<b>Warrant Total:</b>		<b>6,581.07</b>
<b>Warrant #: VW 00359919 Payee Name: ONEOK INC</b>		
9124369951352151	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	43 36
<b>Warrant Total:</b>		<b>43.36</b>
<b>Warrant #: VW 00359920 Payee Name: OWEN ELECTRIC SUPPLY</b>		
2645424820	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	281 25
2645424824	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	39 25
3975451459	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	40 25
3975451496	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	151 34
<b>Warrant Total:</b>		<b>512.09</b>
<b>Warrant #: VW 00359921 Payee Name: PAPPAN, JULIE</b>		
2002690	1101000050 - 4471010 Culture and Recreation - User Fees - W H Park	250 00
<b>Warrant Total:</b>		<b>250.00</b>
<b>Warrant #: VW 00359922 Payee Name: PARKER, BLAIR RENEE</b>		
322746 071212	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
324021 083112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
<b>Warrant Total:</b>		<b>487.50</b>
<b>Warrant #: VW 00359923 Payee Name: PARTAIN, JOHN PHILIP</b>		
090712 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
<b>Warrant Total:</b>		<b>126.64</b>
<b>Warrant #: VW 00359925 Payee Name: PENINSULA SANITATION SERVICE INC</b>		
60252	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60254	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60256	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60260	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60272	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60296	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
60300	1101544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
<b>Warrant Total:</b>		<b>3,150.00</b>
<b>Warrant #: VW 00359926 Payee Name: PESTMASTER SERVICES INC</b>		
11514	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	175 25
11635	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	59 75

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>235.00</b>
<b>Warrant #: VW 00359929</b>	<b>Payee Name: QUINTANILLA, DONNIE</b>	
10CR1260 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
11CR2380 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
11CR3087 091012	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>942 50</b>
<b>Warrant #: VW 00359930</b>	<b>Payee Name: R M SILKSCREEN</b>	
F8811	1101522020 - 5312101 Parks Department - Uniform Expense	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00359932</b>	<b>Payee Name: RAXCO SOFTWARE INC</b>	
659	1101159100 - 5423500 Information Technology - Maintenance of Software	2,504 98
<b>Warrant Total:</b>		<b>2,504.98</b>
<b>Warrant #: VW 00359933</b>	<b>Payee Name: REED ELSEVIER INC</b>	
1208110788	1101123110 - 5310000 Justice Court Pct #1 - Supplies and Materials	64 00
<b>Warrant Total:</b>		<b>64.00</b>
<b>Warrant #: VW 00359934</b>	<b>Payee Name: RHONDA J. SESSION ATTORNEY &amp; COUNSELOR</b>	
12CP0028 040412	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	494 00
12CR0031 051812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	786 50
<b>Warrant Total:</b>		<b>1,280.50</b>
<b>Warrant #: VW 00359935</b>	<b>Payee Name: ROELL, HOLLY C</b>	
324028 090712	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	240 50
<b>Warrant Total:</b>		<b>240.50</b>
<b>Warrant #: VW 00359936</b>	<b>Payee Name: RUSSELL, GREG</b>	
12CR0149 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 00
325320 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
<b>Warrant Total:</b>		<b>975.00</b>
<b>Warrant #: VW 00359939</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
102056	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	48 82
102176	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	208 03
103308	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	88 29
<b>Warrant Total:</b>		<b>345.14</b>
<b>Warrant #: VW 00359940</b>	<b>Payee Name: SCHWAB, TAYLOR</b>	
12CR0040 091112	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	377 00
<b>Warrant Total:</b>		<b>377.00</b>
<b>Warrant #: VW 00359943</b>	<b>Payee Name: SHATTUCK, BOB</b>	
4125 072512	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4111 070312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4114 071112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4115 071212	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4116 071112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4117 072512	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4119 070312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00

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Invoice Number	Account Info	Amount
MH4120 071212	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4121 070912	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4122 080112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4123 072512	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4124 081312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4126 080312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4127 081312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4131 082112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4132 082112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4133 080112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4134 081312	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4135 082112	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4136 081412	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4137 082412	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4138 082912	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
MH4141 092912	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	160 00
PR0073451	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	712 00
<b>Warrant Total:</b>		<b>4,392.00</b>

**Warrant #: VW 00359945**

**Payee Name: SHERWIN WILLIAMS PAINT CORP**

94422	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	94 28
<b>Warrant Total:</b>		<b>94.28</b>

**Warrant #: VW 00359946**

**Payee Name: SMITH, JAMES DENNIS**

12CR1663 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>

**Warrant #: VW 00359947**

**Payee Name: SOLUTIONS4SURE.COM INC**

B12089915V1	1101159100 - 5310001 Information Technology - Depart Supplies-Non Cap FFE	67 85
<b>Warrant Total:</b>		<b>67.85</b>

**Warrant #: VW 00359948**

**Payee Name: SOUTHERN COMPUTER WAREHOUSE**

IN000041377	1101159100 - 5423500 Information Technology - Maintenance of Software	3,659 46
<b>Warrant Total:</b>		<b>3,659.46</b>

**Warrant #: VW 00359952**

**Payee Name: SUMMERLIN LAW FIRM PLLC**

12CR1174 090712	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,623 00
<b>Warrant Total:</b>		<b>1,623 00</b>

**Warrant #: VW 00359953**

**Payee Name: SUNGARD PUBLIC SECTOR INC**

54597	1101151300 - 5495100 County Auditor - Education	160 00
54598	1101151300 - 5495100 County Auditor - Education	160 00
<b>Warrant Total:</b>		<b>320.00</b>

**Warrant #: VW 00359954**

**Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**

213447	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	12 18
213469	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	23 98
213474	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	314 00
213499	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	26 46
213500	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	57 05
213515	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	27 98
213517	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	54 95
213523	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	25 13

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Invoice Number	Account Info	Amount
213531	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	55 54
213550	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	19 30
213555	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	17 56
213558	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	23 00
213564	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	77 74
213565	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	616 64
213566	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	35 71
213570	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	22 77
213571	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	71 19
213572	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	29 98
213573	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	16 19
213579	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	59 94
213592	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	72 26
213593	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	59 85
213595	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	4 58
213596	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	4 99
213599	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	3 14
213608	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	9 42
213610	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	15 70
<b>Warrant Total:</b>		<b>1,757.23</b>
<b>Warrant #:</b> VW 00359955	<b>Payee Name:</b> TAYLOR, ANGELA M	
12CR1430 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	438 75
<b>Warrant Total:</b>		<b>438.75</b>
<b>Warrant #:</b> VW 00359957	<b>Payee Name:</b> TEXAS LAW & PSYCHIATRY PLLC	
12CR1301 090112	1101121000 - 5412115 Justice Administration - Psychological Exam	1,400 00
<b>Warrant Total:</b>		<b>1,400.00</b>
<b>Warrant #:</b> VW 00359958	<b>Payee Name:</b> TORRES, ROBERTO	
09FD1228 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	64 99
11CR2731 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	812 50
99FD1957 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	75 83
<b>Warrant Total:</b>		<b>953.32</b>
<b>Warrant #:</b> VW 00359961	<b>Payee Name:</b> UNITED PARCEL SERVICE	
000014217W352	1101159100 - 5481000 Information Technology - Contract Service	16 45
<b>Warrant Total:</b>		<b>16.45</b>
<b>Warrant #:</b> VW 00359962	<b>Payee Name:</b> UNITED STATES POSTAL SERVICE	
PERMIT 42 9/12	1101126100 - 5311141 District Clerk - Jury Postage	10,000 00
<b>Warrant Total:</b>		<b>10,000.00</b>
<b>Warrant #:</b> VW 00359968	<b>Payee Name:</b> WASTE MANAGEMENT INC	
166431517910	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	5,258 75
<b>Warrant Total:</b>		<b>5,258.75</b>
<b>Warrant #:</b> VW 00359969	<b>Payee Name:</b> WEBER, WINIFRED B	
12CR0694 091312	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
12CR0784 080812	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
12CR1905 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
<b>Warrant Total:</b>		<b>585.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359970</b>	<b>Payee Name: WEBER, WINIFRED B</b>	
12CR2413 090612	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
	<b>Warrant Total:</b>	<b>195 00</b>
<b>Warrant #: VW 00359972</b>	<b>Payee Name: WYLIE LAW FIRM PC</b>	
PR072763 080612	1101122300 - 5431223 Probate Court - Sullivan - Defense Atty Prob/Co Ct	1,863 55
	<b>Warrant Total:</b>	<b>1,863.55</b>
<b>Warrant #: VW 00359973</b>	<b>Payee Name: ZENDEH DEL AND ASSOCIATES PLLC</b>	
324818 090512	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211 25
	<b>Warrant Total:</b>	<b>211.25</b>
<b>FUND 1101 TOTAL:</b>		<b>501,494.35</b>
<b>FUND: 2131 DA Seized Funds Afte Aft 10/89</b>		
<b>Warrant #: VW 00359886</b>	<b>Payee Name: LOUNDS, DONALD</b>	
45289	2131127132 - 5310000 DA Seized Funds Afte Aft 10/89 - Supplies and Materials	450 53
	<b>Warrant Total:</b>	<b>450 53</b>
<b>FUND 2131 TOTAL:</b>		<b>450.53</b>
<b>FUND: 2205 Courthouse Security Fund</b>		
<b>Warrant #: VW 00359836</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030160615	2205295100 - 5312101 Courthouse Security - Uniform Expense	19 13
1030166466	2205295100 - 5312101 Courthouse Security - Uniform Expense	19 13
	<b>Warrant Total:</b>	<b>38.26</b>
<b>FUND 2205 TOTAL:</b>		<b>38.26</b>
<b>FUND: 2211 Law Library</b>		
<b>Warrant #: VW 00359837</b>	<b>Payee Name: GALVESTON COUNTY BLUEPRINT CO</b>	
37445	2211129100 - 5317000 Law Library - Books & Periodicals	712 32
	<b>Warrant Total:</b>	<b>712.32</b>
<b>Warrant #: VW 00359933</b>	<b>Payee Name: REED ELSEVIER INC</b>	
1208091240	2211129100 - 5317000 Law Library - Books & Periodicals	460 00
	<b>Warrant Total:</b>	<b>460.00</b>
<b>Warrant #: VW 00359949</b>	<b>Payee Name: STATE BAR OF TEXAS</b>	
SALES244716	2211129100 - 5317000 Law Library - Books & Periodicals	137 00
SALES246593	2211129100 - 5317000 Law Library - Books & Periodicals	81 25
	<b>Warrant Total:</b>	<b>218.25</b>
<b>FUND 2211 TOTAL:</b>		<b>1,390.57</b>

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>FUND: 2212 Mediation Services Prog Fund</b>		
<b>Warrant #: VW 00359768</b>	<b>Payee Name: AMERSON, RODGER DAN</b>	
04FD2157 090412	2212125300 - 5432011 Mediation Services - Mediation Services	262 50
12CP0060 092912	2212125300 - 5432011 Mediation Services - Mediation Services	375 00
<b>Warrant Total:</b>		<b>637.50</b>
<b>Warrant #: VW 00359967</b>	<b>Payee Name: WALKER, MARGARET W.</b>	
12CP0061 090512	2212125300 - 5432011 Mediation Services - Mediation Services	250.00
12CP0062 082912	2212125300 - 5432011 Mediation Services - Mediation Services	125 00
<b>Warrant Total:</b>		<b>375.00</b>
<b>FUND 2212 TOTAL:</b>		<b>1,012.50</b>
<b>FUND: 2220 Adult Probation Fund</b>		
<b>Warrant #: VW 00359764</b>	<b>Payee Name: ALERE TOXICOLOGY SERVICES INC.</b>	
814614	2220255100 - 5481000 Adult Probation - Contract Service	1,749 00
<b>Warrant Total:</b>		<b>1,749.00</b>
<b>Warrant #: VW 00359817</b>	<b>Payee Name: DICKEY, ROCHELL</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	145 41
<b>Warrant Total:</b>		<b>145 41</b>
<b>Warrant #: VW 00359850</b>	<b>Payee Name: HENDERSON, ANTHONY</b>	
8/9/12 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	56 61
<b>Warrant Total:</b>		<b>56.61</b>
<b>Warrant #: VW 00359862</b>	<b>Payee Name: J2 LABORATORIES INC.</b>	
51288	2220255100 - 5481000 Adult Probation - Contract Service	287 00
<b>Warrant Total:</b>		<b>287.00</b>
<b>Warrant #: VW 00359865</b>	<b>Payee Name: JONES, CHARLOTTE</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	167 61
<b>Warrant Total:</b>		<b>167.61</b>
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2220000000 - 1801183 Adult Probation Fund - P Card #6479	1,694 35
SPTMBR 12 STMT	2220000000 - 1801184 Adult Probation Fund - P Card #6438	714 23
<b>Warrant Total:</b>		<b>2,408.58</b>
<b>Warrant #: VW 00359869</b>	<b>Payee Name: JUAREZ, JENNIFER</b>	
AUGUST 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	116 00
<b>Warrant Total:</b>		<b>116.00</b>
<b>Warrant #: VW 00359899</b>	<b>Payee Name: MCNAIR, COREY</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	127 65
<b>Warrant Total:</b>		<b>127.65</b>
<b>Warrant #: VW 00359918</b>	<b>Payee Name: OLALEKAN, JAMES</b>	
08/2729/12 TRVL	2220255100 - 5496100 Adult Probation - Travel and Education	116 55

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Invoice Number	Account Info	Amount
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	140 97
<b>Warrant Total:</b>		<b>257 52</b>
<b>Warrant #: VW 00359956</b>	<b>Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE</b>	
REG FEE	2220255100 - 5495112 Adult Probation - Training	50 00
<b>Warrant Total:</b>		<b>50.00</b>
<b>Warrant #: VW 00359971</b>	<b>Payee Name: WILLIAMS, NICKISHA</b>	
AUG 2012 MLG	2220255100 - 5496100 Adult Probation - Travel and Education	88 25
<b>Warrant Total:</b>		<b>88.25</b>
<b>FUND 2220 TOTAL:</b>		<b>5,453.63</b>
<b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant # VW 00359761</b>	<b>Payee Name: ABL MANAGEMENT INC</b>	
195891	2230256118 - 5314301 Detention - Kitchen Supplies	120 48
195891	2230256118 - 5481199 Detention - Food Service Contract	1,871 63
195891	2230256119 - 5481199 Post Program - Food Service Contract	894 26
195892	2230256118 - 5481199 Detention - Food Service Contract	1,940 34
195892	2230256119 - 5481199 Post Program - Food Service Contract	805 73
<b>Warrant Total:</b>		<b>5,632.44</b>
<b>Warrant #: VW 00359781</b>	<b>Payee Name: BOB BARKER CO INC</b>	
WEB000233765	2230256118 - 5313100 Detention - Cleaning & Household Supplies	105 06
<b>Warrant Total:</b>		<b>105.06</b>
<b>Warrant #: VW 00359826</b>	<b>Payee Name: FAMILY SERVICE CENTER OF GALV CNTY</b>	
AUG 2012 OFFEND	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	9,916 00
<b>Warrant Total:</b>		<b>9,916.00</b>
<b>Warrant #: VW 00359827</b>	<b>Payee Name: FAMILY SERVICE CENTER OF GALV CNTY</b>	
AUG 2012 COUNSEL	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	12,000 00
<b>Warrant Total:</b>		<b>12,000.00</b>
<b>Warrant #: VW 00359831</b>	<b>Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON</b>	
35647509	2230256105 - 5423112 Juv Justice - Administration - Auto Credit Card Exp	133 80
<b>Warrant Total:</b>		<b>133.80</b>
<b>Warrant #: VW 00359851</b>	<b>Payee Name: HERNANDEZ, CARLOS</b>	
AUG 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	230 88
<b>Warrant Total:</b>		<b>230 88</b>
<b>Warrant #: VW 00359852</b>	<b>Payee Name: HERRING JR, MATTHEW</b>	
AUGUST 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	109 34
<b>Warrant Total:</b>		<b>109.34</b>
<b>Warrant #: VW 00359854</b>	<b>Payee Name: HOFF, ROBIN</b>	
28405	2230256100 - 5441301 Juvenile Justice - Placement Services	336 96
<b>Warrant Total:</b>		<b>336.96</b>

# Galveston County, Texas

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00359858</b>	<b>Payee Name: INNOVATIVE ALTERNATIVES INC</b>	
AUG TRAINI	2230256105 - 5495100 Juv Justice - Administration - Education	1,000 00
	<b>Warrant Total:</b>	<b>1,000.00</b>
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2230000000 - 1801040 Juvenile Justice Fund - P Crd #8253	989 59
	<b>Warrant Total:</b>	<b>989.59</b>
<b>Warrant #: VW 00359885</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
186772	2230256105 - 5423110 Juv Justice - Administration - Auto Maintenance	134 12
	<b>Warrant Total:</b>	<b>134.12</b>
<b>Warrant #: VW 00359894</b>	<b>Payee Name: MASTER WORD SERVICE INC</b>	
53180	2230256130 - 5431101 Court - Professional Srv Interpreter	377 16
	<b>Warrant Total:</b>	<b>377.16</b>
<b>Warrant #: VW 00359937</b>	<b>Payee Name: SAM HOUSTON STATE UNIVERSITY</b>	
REGISTRATION FEE	2230256105 - 5495100 Juv Justice - Administration - Education	150 00
	<b>Warrant Total:</b>	<b>150.00</b>
<b>Warrant #: VW 00359938</b>	<b>Payee Name: SANDERS, EARNESTINE LYNCH</b>	
AUG 2012 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	81 59
	<b>Warrant Total:</b>	<b>81.59</b>
<b>Warrant #: VW 00359944</b>	<b>Payee Name: SHELTERING HARBOUR</b>	
AUGUST 2012	2230256100 - 5441301 Juvenile Justice - Placement Services	4,393 52
	<b>Warrant Total:</b>	<b>4,393.52</b>
<b>Warrant #: VW 00359950</b>	<b>Payee Name: STEWART, DELLA L</b>	
AUG 2012 TRVL	2230256100 - 5496301 Juvenile Justice - Auto Mileage	66 33
	<b>Warrant Total:</b>	<b>66.33</b>
<b>FUND 2230 TOTAL:</b>		<b>35,656.79</b>
<b>FUND: 2240 Sheriff's Commissary Fund</b>		
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2240000000 - 1801114 Sheriff Commissary Fund - P Card #0419	1,416 18
SPTMBR 12 STMT	2240000000 - 1801175 Sheriff Commissary Fund - P Card #0065	14,774 77
	<b>Warrant Total:</b>	<b>16,190.95</b>
<b>FUND 2240 TOTAL:</b>		<b>16,190.95</b>
<b>FUND: 2301 Road &amp; Bridge Fund</b>		
<b>Warrant #: VW 00000478</b>	<b>Payee Name: KEYWORTHS HARDWARE INC</b>	
000156583	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	47 63
000156648	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	12 25
000156849	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	79 99
000157332	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	2 41



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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
000157524	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	14 17
<b>Warrant Total:</b>		<b>156.45</b>
<b>Warrant #: VW 00359771</b>	<b>Payee Name: B &amp; B ICE INC</b>	
4148010	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	84 60
<b>Warrant Total:</b>		<b>84.60</b>
<b>Warrant #: VW 00359780</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
311997	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	1,964 77
<b>Warrant Total:</b>		<b>1,964.77</b>
<b>Warrant #: VW 00359785</b>	<b>Payee Name: BROOKSIDE EQUIP SALES INC</b>	
IL37083	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	80 89
IL37386	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	49 35
<b>Warrant Total:</b>		<b>130.24</b>
<b>Warrant #: VW 00359794</b>	<b>Payee Name: CENTURY ASPHALT LTD</b>	
164348	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	2,541 73
<b>Warrant Total:</b>		<b>2,541.73</b>
<b>Warrant #: VW 00359795</b>	<b>Payee Name: CHERRY CRUSHED CONCRETE</b>	
1022744	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,360 56
1022858	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,257 98
<b>Warrant Total:</b>		<b>5,618.54</b>
<b>Warrant #: VW 00359802</b>	<b>Payee Name: CLEVELAND ASPHALT PRODUCTS INC</b>	
11353	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	107 09
11380	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	11,565 71
11393	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	12,691 11
11441	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	11,503 75
<b>Warrant Total:</b>		<b>35,867.66</b>
<b>Warrant #: VW 00359836</b>	<b>Payee Name: G &amp; K SERVICES</b>	
1030165368	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36 78
1030171194	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	36 78
<b>Warrant Total:</b>		<b>73.56</b>
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2301000000 - 1802002 Road and Bridge Fund - P Crd #9522	3,573 42
SPTMBR 12 STMT	2301000000 - 1802004 Road and Bridge Fund - P Crd #7301	61 77
<b>Warrant Total:</b>		<b>3,635.19</b>
<b>Warrant #: VW 00359871</b>	<b>Payee Name: KIWI TIRE SHOP</b>	
2652	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	70 00
<b>Warrant Total:</b>		<b>70.00</b>
<b>Warrant #: VW 00359876</b>	<b>Payee Name: LANSLOWNE MOODY CO LP</b>	
IW73115	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	45 71
IW73400	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	141 92
<b>Warrant Total:</b>		<b>187.63</b>
<b>Warrant #: VW 00359885</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	

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Invoice Number	Account Info	Amount
186673	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	133 00
186688	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
186729	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
186730	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	14 50
186749	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	411 40
<b>Warrant Total:</b>		<b>587.90</b>
<b>Warrant #.</b>	<b>Payee Name:</b>	
VW 00359892	MARTIN RESOURCE MANAGEMENT	
300992	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,284.40
301211	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	915 60
301213	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	527 10
<b>Warrant Total:</b>		<b>4,727.10</b>
<b>Warrant #:</b>	<b>Payee Name:</b>	
VW 00359896	MAXWELL BAILER CORP	
24352	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	335 00
<b>Warrant Total:</b>		<b>335.00</b>
<b>Warrant #.</b>	<b>Payee Name:</b>	
VW 00359900	MCREE FORD INC	
371290	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	95 58
371356	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-51 28
<b>Warrant Total:</b>		<b>44.30</b>
<b>Warrant #:</b>	<b>Payee Name:</b>	
VW 00359913	NORTHERN TOOL EQUIPMENT COMPANY	
26786355	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	103 79
<b>Warrant Total:</b>		<b>103.79</b>
<b>Warrant #:</b>	<b>Payee Name:</b>	
VW 00359914	NORVAREM, S.A.U	
212666	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	3,061 53
212748	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	9,970 69
212838	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	7,131 45
212932	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	7,944 78
<b>Warrant Total:</b>		<b>28,108.45</b>
<b>Warrant #.</b>	<b>Payee Name:</b>	
VW 00359939	SANTA FE AUTO PARTS INC	
101077	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	69 33
101910	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	10 18
101960	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	3 38
102054	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	69 50
102055	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	307 90
102088	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	6 38
102110	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	32 95
102125	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	230 85
102159	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	227 13
102295	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	11 26
102704	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	12 78
102828	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	134 28
102881	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	610 06
103001	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	82 47
103263	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	112 90
<b>Warrant Total:</b>		<b>1,921.35</b>
<b>Warrant #:</b>	<b>Payee Name:</b>	
VW 00359942	SEASIDE ENTERPRISES INC	
221206	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	198 20

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Invoice Number	Account Info	Amount
Warrant Total:		198.20
Warrant #: VW 00359959	Payee Name: TRUCK PARTS & SPECIALISTS INC	
532354	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	955 00
Warrant Total:		955.00
FUND 2301 TOTAL:		87,311.46
FUND: 2370 Flood Control Fund		
Warrant #: VW 00359848	Payee Name: HEARST NEWSPAPER PARTNERSHIP II LP	
443445001	2370296110 - 5493101 Building Inspector - Legal Advertising	589 24
Warrant Total:		589 24
Warrant #: VW 00359920	Payee Name: OWEN ELECTRIC SUPPLY	
3975451322	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	6 75
Warrant Total:		6.75
Warrant #: VW 00359927	Payee Name: PRO-LINE WATERSCREEN SERVICES INC	
3976	2370000000 - 2070001 Flood Control - Contract Payable Retainage	-10,339 00
3976	2370296121 - 5700000 Seawall Maintenance - Capital Outlay	206,780 00
Warrant Total:		196,441.00
Warrant #: VW 00359939	Payee Name: SANTA FE AUTO PARTS INC	
103366	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	97 43
Warrant Total:		97.43
FUND 2370 TOTAL:		197,134.42
FUND: 2410 Mosquito Control District Fund		
Warrant #: VW 00359796	Payee Name: CITY OF GALVESTON	
ARI1200068	2410411100 - 5426251 Mosquito Control District - Rental Storage Facility	360 29
Warrant Total:		360.29
Warrant #: VW 00359868	Payee Name: JP MORGAN CHASE	
SPTMBR 12 STMT	2410000000 - 1803006 Mosquito Control District - P Crd #3461	59 95
SPTMBR 12 STMT	2410000000 - 1803007 Mosquito Control District - P Card #3257	915 52
Warrant Total:		975.47
Warrant #: VW 00359885	Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC	
186083	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	85 00
Warrant Total:		85.00
FUND 2410 TOTAL:		1,420.76
FUND: 2420 Indigent Health Care Fund		
Warrant #: VW 00359773	Payee Name: BAY AREA ANESTHESIA SERVICES PA	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	270 77
9/17/2012   3 25 42 PM   DELEON_A   **Galv Cnty Production**[GALV_AUDIT_VW		

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
AUGUST 2012A	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108 31
<b>Warrant Total:</b>		<b>379.08</b>
<b>Warrant #: VW 00359775</b>	<b>Payee Name: BEELER MANSKE CLINIC LLP</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	126 31
<b>Warrant Total:</b>		<b>126.31</b>
<b>Warrant #: VW 00359800</b>	<b>Payee Name: CLARIENT DIAGNOSTIC SERVICES INC.</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,137 10
<b>Warrant Total:</b>		<b>1,137.10</b>
<b>Warrant #: VW 00359924</b>	<b>Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,895 43
<b>Warrant Total:</b>		<b>1,895.43</b>
<b>Warrant #: VW 00359928</b>	<b>Payee Name: QUEST DIAGNOSTICS CLINICAL</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	520 48
<b>Warrant Total:</b>		<b>520.48</b>
<b>Warrant #: VW 00359941</b>	<b>Payee Name: SCOTT CFA, DOUGLAS</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	238 17
<b>Warrant Total:</b>		<b>238.17</b>
<b>Warrant #: VW 00359960</b>	<b>Payee Name: TSA - TEXAS SURGICAL ASSOCIATES</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,053 56
<b>Warrant Total:</b>		<b>1,053.56</b>
<b>Warrant #: VW 00359963</b>	<b>Payee Name: UTMB</b>	
AUGUST 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	491 93
<b>Warrant Total:</b>		<b>491.93</b>
<b>Warrant #: VW 00359964</b>	<b>Payee Name: UTMB</b>	
AUG 2012	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	12,253 16
<b>Warrant Total:</b>		<b>12,253.16</b>
<b>FUND 2420 TOTAL:</b>		<b>18,095.22</b>
<b>FUND: 2501 Child Welfare Fund</b>		
<b>Warrant #: VW 00359814</b>	<b>Payee Name: DEPARTMENT OF FAMILY AND PROTECTIVE</b>	
4/1/12-6/30/2012	2501443300 - 5431112 Child Welfare - Court Liaison	12,144 48
<b>Warrant Total:</b>		<b>12,144.48</b>
<b>Warrant #: VW 00359838</b>	<b>Payee Name: GALVESTON COUNTY HEALTH DISTRICT</b>	
3278	2501443300 - 5499351 Child Welfare - Client Doc/Off Rec-Birth/Death	253 00
<b>Warrant Total:</b>		<b>253.00</b>
<b>FUND 2501 TOTAL:</b>		<b>12,397.48</b>
<b>FUND: 2823 Criminal Justice Grant Fund</b>		

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359846</b>	<b>Payee Name: GULF COAST CENTER</b>	
G1072	2823255114 - 5481000 Diversion Program Gulf Coast - Contract Service	50 00
	<b>Warrant Total:</b>	<b>50.00</b>
<b>FUND 2823 TOTAL:</b>		<b>50.00</b>
<b>FUND: 2824 Adult Probation Community</b>		
<b>Warrant #: VW 00359803</b>	<b>Payee Name: COLE PH.D., COLLIER M</b>	
AUGUST 2012	2824255136 - 5481000 Sex Offender Supervision - Contract Service	3,820 00
	<b>Warrant Total:</b>	<b>3,820.00</b>
<b>Warrant #: VW 00359873</b>	<b>Payee Name: KLYNG, KERRY</b>	
AUG 2012 MLG	2824255136 - 5496301 Sex Offender Supervision - Auto Mileage	153 74
	<b>Warrant Total:</b>	<b>153.74</b>
<b>Warrant #: VW 00359901</b>	<b>Payee Name: MILLER, JARVIS</b>	
AUGUST 2012 MLG	2824255110 - 5496301 Special Substance Abuse - Auto Mileage	75 48
	<b>Warrant Total:</b>	<b>75.48</b>
<b>FUND 2824 TOTAL:</b>		<b>4,049.22</b>
<b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #: VW 00359847</b>	<b>Payee Name: GULF COAST CENTER</b>	
AUG 2012	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	7,228 75
AUGUST 12	2841256110 - 5436107 State Aid Grant A - Outpatient Counseling	9,186 37
	<b>Warrant Total:</b>	<b>16,415.12</b>
<b>Warrant #: VW 00359944</b>	<b>Payee Name: SHELTERING HARBOUR</b>	
AUGUST 2012	2841256110 - 5441101 State Aid Grant A - Residential Services	4,177 98
	<b>Warrant Total:</b>	<b>4,177.98</b>
<b>FUND 2841 TOTAL:</b>		<b>20,593.10</b>
<b>FUND: 2848 Juv Jst Alt Education Program</b>		
<b>Warrant #: VW 00359965</b>	<b>Payee Name: UTMB</b>	
034	2848256144 - 5481000 Commitment Reduction Program C - Contract Service	10,182 00
	<b>Warrant Total:</b>	<b>10,182.00</b>
<b>FUND 2848 TOTAL:</b>		<b>10,182.00</b>
<b>FUND: 2864 Auto Crimes Task Force Grant</b>		
<b>Warrant #: VW 00359765</b>	<b>Payee Name: ALL AMERICA SALES CORPORATION</b>	
62800	2864211126 - 5702225 Auto Crime Task Force - Equipment Capital Outlay	790 00
62800	2864211206 - 5702225 Cash Match-Program Income - Equipment Capital Outlay	2,064 70

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>2,854.70</b>
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2864000000 - 1801055 Galv Co Auto Crimes Task Force - P Crd #4408	342 08
SPTMBR 12 STMT	2864000000 - 1801060 Galv Co Auto Crimes Task Force - P Crd #4067	9 49
SPTMBR 12 STMT	2864000000 - 1801061 Galv Co Auto Crimes Task Force - P Crd #4034	1,365 90
SPTMBR 12 STMT	2864000000 - 1801151 Galv Co Auto Crimes Task Force - P Card #7787	990 75
<b>Warrant Total:</b>		<b>2,708.22</b>
<b>FUND 2864 TOTAL:</b>		<b>5,562.92</b>
<b>FUND: 2892 State Homeland Security Grant</b>		
<b>Warrant #: VW 00359905</b>	<b>Payee Name: MOTOROLA SOLUTIONS INC</b>	
13915209	2892291119 - 5310000 2010 CCP Grant - Supplies and Materials	158 10
<b>Warrant Total:</b>		<b>158.10</b>
<b>FUND 2892 TOTAL:</b>		<b>158.10</b>
<b>FUND: 2914 CDBG Housing Program</b>		
<b>Warrant #: VW 00359823</b>	<b>Payee Name: EE&amp;G CONSTRUCTION &amp; ELECTRICAL LLC</b>	
70090014RTNG	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	2,312 01
<b>Warrant Total:</b>		<b>2,312.01</b>
<b>Warrant #: VW 00359861</b>	<b>Payee Name: J W KELSO COMPANY INC</b>	
513681	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	1 00
<b>Warrant Total:</b>		<b>1.00</b>
<b>Warrant #: VW 00359863</b>	<b>Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC</b>	
23816 090712	2914152511 - 5519020 Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,132 00
<b>Warrant Total:</b>		<b>1,132.00</b>
<b>Warrant #: VW 00359868</b>	<b>Payee Name: JP MORGAN CHASE</b>	
SPTMBR 12 STMT	2914000000 - 1800127 CDBG Housing Program - P Card #5212	95 44
<b>Warrant Total:</b>		<b>95.44</b>
<b>Warrant #: VW 00359951</b>	<b>Payee Name: SULLIVAN LAND SERVICES LTD</b>	
2012794	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,860 01
2012971	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,696 70
2012971	2914152551 - 5519010 Rntr-Occupied Reconstruction - Contractor - Construction	66,967 00
<b>Warrant Total:</b>		<b>73,130.31</b>
<b>FUND 2914 TOTAL:</b>		<b>76,670.76</b>
<b>FUND: 2921 Senior Citizens Grant Prog</b>		
<b>Warrant #: VW 00359966</b>	<b>Payee Name: VALLEY SERVICES INC</b>	
IVC166986	2921451156 - 5448116 Title IIIC - Raw Food/Home Delivered	5,156 16

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
		<b>Warrant Total:</b>
		<b>5,156.16</b>

<b>FUND 2921 TOTAL:</b>	<b>5,156.16</b>
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## FUND: 2991 Election Serv Cntr Fnd - HAVA

<b>Warrant #:</b> VW 00359948	<b>Payee Name:</b> SOUTHERN COMPUTER WAREHOUSE	
IN000042377	2991114019 - 5310004 Election Srvs Ctr Fund - HAVA - Dept Supplies-PI Exp	1,113.60
	<b>Warrant Total:</b>	<b>1,113.60</b>

<b>FUND 2991 TOTAL:</b>	<b>1,113.60</b>
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## FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

<b>Warrant #:</b> VW 00000479	<b>Payee Name:</b> TRIPLE B SERVICES LLP	
28 090412	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	420,388.92
	<b>Warrant Total:</b>	<b>420,388.92</b>

<b>FUND 3310 TOTAL:</b>	<b>420,388.92</b>
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## FUND: 3312 Unltd Tax Road Bonds Sr 2009

<b>Warrant #:</b> VW 00359786	<b>Payee Name:</b> BROWN & GAY ENGINEERS, INC.	
812336	3312312111 - 5731173 Non-County Roads - 6th Street	2,057.81
	<b>Warrant Total:</b>	<b>2,057.81</b>

<b>Warrant #:</b> VW 00359807	<b>Payee Name:</b> CONRAD CONSTRUCTION CO LTD	
15 073112	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-3,207.90
15 073112	3312312111 - 5731128 Non-County Roads - Melody Lane	64,158.01
	<b>Warrant Total:</b>	<b>60,950.11</b>

<b>Warrant #:</b> VW 00359931	<b>Payee Name:</b> R W LUCAS CONSTRUCTION LLC	
7 090512	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	44,357.26
	<b>Warrant Total:</b>	<b>44,357.26</b>

<b>FUND 3312 TOTAL:</b>	<b>107,365.18</b>
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## FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

<b>Warrant #:</b> VW 00359790	<b>Payee Name:</b> CAREHERE LLC	
8228	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	25,669.93
8291	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	18,679.29
	<b>Warrant Total:</b>	<b>44,349.22</b>

<b>FUND 6123 TOTAL:</b>	<b>44,349.22</b>
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## FUND: 7605 Escrow Fund

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00359767</b>	<b>Payee Name: AMEGY BANK NATIONAL ASSOCIATION</b>	
201206412	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	2,671.31
	<b>Warrant Total:</b>	<b>2,671.31</b>
<b>Warrant #: VW 00359770</b>	<b>Payee Name: AYCOTH, ANDREW</b>	
318167	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	949.37
	<b>Warrant Total:</b>	<b>949.37</b>
<b>Warrant #: VW 00359797</b>	<b>Payee Name: CITY OF GALVESTON</b>	
SHRF SL 080712	7605000000 - 2495902 Escrow Fund - TX SL 04TX0180	1,780.30
SHRF SL 080712	7605000000 - 2495905 Escrow Fund - TX SL 10TX0557	4,662.47
	<b>Warrant Total:</b>	<b>6,442.77</b>
<b>Warrant #: VW 00359822</b>	<b>Payee Name: ECONOMY LODGE</b>	
323901 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	50.00
	<b>Warrant Total:</b>	<b>50.00</b>
<b>Warrant #: VW 00359825</b>	<b>Payee Name: ESQUIREL, RAYMOND</b>	
322122	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	70.00
	<b>Warrant Total:</b>	<b>70.00</b>
<b>Warrant #: VW 00359841</b>	<b>Payee Name: GELB, JEFFREY</b>	
SHRF SL 080712	7605000000 - 2495906 Escrow Fund - TX SL 10TX1097	500.00
	<b>Warrant Total:</b>	<b>500.00</b>
<b>Warrant #: VW 00359860</b>	<b>Payee Name: J C PENNEY INC</b>	
321806 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	125.00
	<b>Warrant Total:</b>	<b>125.00</b>
<b>Warrant #: VW 00359904</b>	<b>Payee Name: MOSS, THOMAS</b>	
318876 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	68.00
320909 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	68.00
	<b>Warrant Total:</b>	<b>136.00</b>
<b>Warrant #: VW 00359907</b>	<b>Payee Name: MURPHY USA</b>	
305934 REST	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	60.00
	<b>Warrant Total:</b>	<b>60.00</b>
<b>FUND 7605 TOTAL:</b>		<b>11,004.45</b>



## *Galveston County, Texas*

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

### **Summary of All Funds**

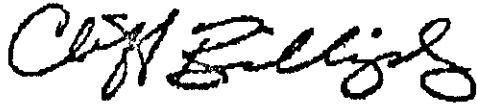
<u>Fund</u>	<u>Amount</u>
1101 General Fund	501,494 35
2131 DA Seized Funds Afte Aft 10/89	450 53
2205 Courthouse Security Fund	38 26
2211 Law Library	1,390 57
2212 Mediation Services Prog Fund	1,012 50
2220 Adult Probation Fund	5,453 63
2230 Juvenile Justice Fund	35,656 79
2240 Sheriff's Commissary Fund	16,190 95
2301 Road & Bridge Fund	87,311 46
2370 Flood Control Fund	197,134 42
2410 Mosquito Control District Fund	1,420 76
2420 Indigent Health Care Fund	18,095 22
2501 Child Welfare Fund	12,397 48
2823 Criminal Justice Grant Fund	50 00
2824 Adult Probation Community	4,049 22
2841 Juvenile Probation-State Aid	20,593 10
2848 Juv Jst Alt Education Program	10,182 00
2864 Auto Crimes Task Force Grant	5,562 92
2892 State Homeland Security Grant	158 10
2914 CDBG Housing Program	76,670 76
2921 Senior Citizens Grant Prog	5,156 16
2991 Election Serv Cntr Fnd - HAVA	1,113 60
3310 Pass Thru Toll Rv Lt Tx BdSr07	420,388 92
3312 Unltd Tax Road Bonds Sr 2009	107,365 18
6123 Group,Wrks'Comp,Unemplmnt Ins	44,349 22
7605 Escrow Fund	11,004 45

**Grand Total:** 1,584,690.55

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Approved Order to pay by Commissioners Court this day September 18, 2012



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



Patrick Doyle, Galveston County Commissioner, Pct 1



Kevin D. O'Brien, Galveston County Commissioner, Pct 2

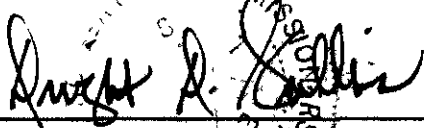


Stephen D. Holmes, Galveston County Commissioner, Pct 3



Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight D. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359761	702471	ABL MANAGEMENT INC	09/18/12	5 632 44	MW	OH	
A200359762	709869	AHERN RENTALS INC	09/18/12	1,327 85	MW	OH	
A200359763	710774	AIREY, MELANIE	09/18/12	16 00	MW	OH	
A200359764	706649	ALERE TOXICOLOGI SERVICES INC	09/18/12	1 749 00	MW	OH	
A200359765	017004	ALL AMERICA SALES CORPORATION	09/18/12	2,854 70	MW	OH	
A200359766	709623	AMBIT ENERGY LP	09/18/12	236 80	MW	OH	
A200359767	707409	AMEGY BANK NATIONAL ASSOCIATI	09/18/12	2,671 31	MW	OH	
A200359768	702478	AMERSON RODGER DAN	09/18/12	637 50	MW	OH	B7
A200359769	709784	AT&T MOBILITY	09/18/12	44 40	MW	OH	
A200359770	714818	AYCOTH, ANDREW	09/18/12	949 37	MW	OH	
A200359771	709331	B & B ICE INC	09/18/12	84 60	MW	OH	
A200359772	709910	BARNETT, STEPHANIE B	09/18/12	344 50	MW	OH	B7
A200359773	710853	BAY AREA ANESTHESIA SERVICES	09/18/12	379 08	MW	OH	
A200359774	021360	BAY OIL CO CORP	09/18/12	5,520 60	MW	OH	
A200359775	431686	BEELER MANSKE CLINIC LLP	09/18/12	126 31	MW	OH	
A200359776	712283	BEHRANA, SONIA	09/18/12	325 00	MW	OH	B7
A200359777	401969	BENNETT, JAMES M	09/18/12	450 00	MW	OH	B7
A200359778	403751	BERARDINELLI CORREIA SHAUNA	09/18/12	1,579 50	MW	OH	B7
A200359779	700686	BFI WASTE SERVICES OF TEXAS L	09/18/12	1,007 57	MW	OH	
A200359780	700686	BFI WASTE SERVICES OF TEXAS L	09/18/12	1 964 77	MW	OH	
A200359781	021303	BOB BARKER CO INC	09/18/12	105 06	MW	OH	
A200359782	712862	BOB J JOHNSON & ASSOCIATES	09/18/12	2,254 55	MW	OH	
A200359783	702559	BRIGGS, LYNETTE	09/18/12	455 00	MW	OH	B7
A200359784	702559	BRIGGS, LYNETTE	09/18/12	1,273 80	MW	OH	B7
A200359785	024240	BROOKSIDE EQUIP SALES INC	09/18/12	130 24	MW	OH	
A200359786	711498	BROWN & GAY ENGINEERS INC	09/18/12	2,057 81	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359787	408267	BURTS AIR CONDITIONING & HEAT	09/18/12	12,500 00	MW	OH	
A200359788	714828	CALDWELL, DORIS	09/18/12	75 00	MW	OH	
A200359789	406719	CAPITAL GRAPHICS INC	09/18/12	1,199 00	MW	OH	
A200359790	708822	CAREHERE LLC	09/18/12	44,349 22	MW	OH	
A200359791	714811	CASTILLO, CARLOS JR	09/18/12	400 00	MW	OH	
A200359792	714778	CAVENDERS BOOT CITY	09/18/12	1,297 80	MW	OH	
A200359793	407782	CENTERPOINT ENERGY	09/18/12	76 30	MW	OH	
A200359794	708965	CENTURY ASPHALT LTD	09/18/12	2,541 73	MW	OH	
A200359795	712596	CHERRY CRUSHED CONCRETE	09/18/12	5,618 54	MW	OH	
A200359796	033985	CITY OF GALVESTON	09/18/12	360 29	MW	OH	
A200359797	033985	CITY OF GALVESTON	09/18/12	6,442 77	MW	OH	
A200359798	033985	CITY OF GALVESTON	09/18/12	25 00	MW	OH	
A200359799	403085	CITY OF TEXAS CITY	09/18/12	68 69	MW	OH	
A200359800	714190	CLARIENT DIAGNOSTIC SERVICES	09/18/12	1,137 10	MW	OH	
A200359801	033290	CLARK DIANE	09/18/12	1,976 00	MW	OH	B7
A200359802	710180	CLEVELAND ASPHALT PRODUCTS IN	09/18/12	35,867 66	MW	OH	
A200359803	034124	COLE PH D COLLIER M	09/18/12	3,820 00	MW	OH	
A200359804	034223	COLTZER, ROBERT G	09/18/12	540 80	MW	OH	B7
A200359805	714497	COMMERCE TITLE COMPANY OF TEX	09/18/12	8 00	MW	OH	
A200359806	714497	COMMERCE TITLE COMPANY OF TEX	09/18/12	12 00	MW	OH	
A200359807	704229	CONRAD CONSTRUCTION CO LTD	09/18/12	60,950 11	MW	OH	
A200359808	400896	COOK, DAVID	09/18/12	1,724 90	MW	OH	B7
A200359809	404940	COX, ELAINE	09/18/12	78 26	MW	OH	
A200359810	704992	DAHLENBURG, MICHAEL L	09/18/12	300 00	MW	OH	B7
A200359811	713994	DANESI'S OUTDOOR SERVICES	09/18/12	6,804 00	MW	OH	
A200359812	710679	DAVISON, AMRI	09/18/12	1,013 12	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359813	713246	DEATHERAGE TODD WYATT	09/18/12	412 00	MW	OH	B7
A200359814	403137	DEPARTMENT OF FAMILY AND PROT	09/18/12	12,144 48	MW	OH	
A200359815	713177	DIAZ, DEBBIE	09/18/12	226 44	MW	OH	
A200359816	706153	DIAZ, MARK A	09/18/12	292 50	MW	OH	B7
A200359817	710008	DICKEY, ROCHELL	09/18/12	145 41	MW	OH	
A200359818	704331	DIRECT ENERGY LP	09/18/12	389 64	MW	OH	
A200359819	043273	DISHER, DAVID A	09/18/12	110 50	MW	OH	B7
A200359820	706718	DOLPHIN CHEMICAL & SUPPLY COM	09/18/12	616 00	MW	OH	
A200359821	045286	DUCOTE, JAMES	09/18/12	950 00	MW	OH	B7
A200359822	714575	ECONOMY LODGE	09/18/12	50 00	MW	OH	
A200359823	711831	EE&G CONSTRUCTION & ELECTRICA	09/18/12	2,312 01	MW	OH	
A200359824	714274	ELLIS, SABRINA E	09/18/12	300 00	MW	OH	
A200359825	714814	ESQUIREL, RAYMOND	09/18/12	70 00	MW	OH	
A200359826	061234	FAMILY SERVICE CENTER OF GALV	09/18/12	9,916 00	MW	OH	
A200359827	061234	FAMILY SERVICE CENTER OF GALV	09/18/12	12,000 00	MW	OH	
A200359828	410365	FAUS, SALVADOR	09/18/12	75 80	MW	OH	B7
A200359829	703810	FIRST CHOICE POWER	09/18/12	324 87	MW	OH	
A200359830	709477	FISHER, DENA LAURA	09/18/12	3,152 50	MW	OH	B7
A200359831	710210	FLEETCOR TECHNOLOGIES DBA CHE	09/18/12	133 80	MW	OH	
A200359832	714809	FONTENOT, SHANA	09/18/12	255 00	MW	OH	
A200359833	710682	FOWLER, JANA K	09/18/12	379 92	MW	OH	B7
A200359834	713959	FOXHOVEN INC	09/18/12	50 000 00	MW	OH	
A200359835	713707	FRYE STEIDLEY OAKS AND BENA VI	09/18/12	950 00	MW	OH	B7
A200359836	704625	G & K SERVICES	09/18/12	440 95	MW	OH	
A200359837	071035	GALVESTON COUNTY BLUEPRINT CO	09/18/12	712 32	MW	OH	B7
A200359838	431945	GALVESTON COUNTY HEALTH DISTR	09/18/12	253 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359839	711807	GARRETT, FRED	09/18/12	780 00	MW	OH	B7
A200359840	701571	GELB JEFFREY	09/18/12	1,056 25	MW	OH	B7
A200359841	701571	GELB, JEFFREY	09/18/12	873 75	MW	OH	B7
A200359842	706770	GHO GOMU, WILLIAM T	09/18/12	292 50	MW	OH	B7
A200359843	073940	GLASS AND GLAZING INC	09/18/12	337 00	MW	OH	
A200359844	709134	GRAHAM, CARMEN A	09/18/12	1,476 09	MW	OH	B7
A200359845	711411	GUCWA, CHRISTINA MARIE	09/18/12	6,071 00	MW	OH	B7
A200359846	400782	GULF COAST CENTER	09/18/12	50 00	MW	OH	
A200359847	400782	GULF COAST CENTER	09/18/12	51,915 12	MW	OH	
A200359848	400741	HEARST NEWSPAPER PARTNERSHIP	09/18/12	589 24	MW	OH	
A200359849	714263	HEERMANS, THOMAS MATHEW	09/18/12	487 50	MW	OH	B7
A200359850	431294	HENDERSON ANTHONY	09/18/12	56 61	MW	OH	
A200359851	406612	HERNANDEZ, CARLOS	09/18/12	230 88	MW	OH	
A200359852	403480	HERRING JR MATTHEW	09/18/12	109 34	MW	OH	
A200359853	714810	HIGHE LINDA	09/18/12	70 00	MW	OH	
A200359854	714794	HOFF ROBIN	09/18/12	336 96	MW	OH	
A200359855	409105	HOME DEPOT	09/18/12	80 71	MW	OH	
A200359856	707488	IBRAHIM & ELLIOTT LLP	09/18/12	211 25	MW	OH	B7
A200359857	707488	IBRAHIM & ELLIOTT LLP	09/18/12	276 25	MW	OH	B7
A200359858	707468	INNOVATIVE ALTERNATIVES INC	09/18/12	1,000 00	MW	OH	
A200359859	713976	INTECH SOUTHWEST SERVICE LLC	09/18/12	28,164 00	MW	OH	
A200359860	405013	J C PENNEY INC	09/18/12	125 00	MW	OH	
A200359861	701901	J W KELSO COMPANY INC	09/18/12	1 00	MW	OH	
A200359862	713785	J2 LABORATORIES INC	09/18/12	287 00	MW	OH	
A200359863	409049	JAHN-GALVESTON INSURANCE AGEN	09/18/12	1 132 00	MW	OH	
A200359864	701979	JONES LAW FIRM	09/18/12	3,133 00	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359865	705849	JONES, CHARLOTTE	09/18/12	167 61	MW	OH	
A200359866	701243	JONES, STACEY LEE	09/18/12	5,313 50	MW	OH	B7
A200359867	704183	JORDAN COVE APTS	09/18/12	100 00	MW	OH	
A200359868	410476	JP MORGAN CHASE	09/18/12	243 173 18	MW	OH	
A200359869	714623	JUAREZ, JENNIFER	09/18/12	116 00	MW	OH	
A200359870	405344	KENNIE, MARGARET	09/18/12	630 00	MW	OH	B7
A200359871	711325	KIWI TIRE SHOP	09/18/12	70 00	MW	OH	
A200359872	402386	KLEEN JANITORIAL SUPPLY COMPA	09/18/12	530 91	MW	OH	
A200359873	701428	KLYNG, KERRY	09/18/12	153 74	MW	OH	
A200359874	706952	KUTSCHKE, MELINDA	09/18/12	1,121 25	MW	OH	B7
A200359875	707413	LANDSCAPE ART INC	09/18/12	760 00	MW	OH	
A200359876	121053	LANDSDOWNE MOODY CO LP	09/18/12	187 63	MW	OH	
A200359877	711352	LAW OFFICE OF CHRISTOPHER JOH	09/18/12	2,834 55	MW	OH	B7
A200359878	711176	LAW OFFICE OF CS HALL PLLC	09/18/12	1,446 25	MW	OH	B7
A200359879	711359	LAW OFFICE OF DANA V DREXLER	09/18/12	625 00	MW	OH	B7
A200359880	701780	LAW OFFICE OF DONNA L LELEUX	09/18/12	6 106 10	MW	OH	B7
A200359881	711543	LAW OFFICE OF MICHAEL RUSSO P	09/18/12	292 50	MW	OH	B7
A200359882	706605	LAW OFFICE OF MICHELE BASSETT	09/18/12	680 00	MW	OH	B7
A200359883	7113255	LAW OFFICES OF D CHRIS HESSE	09/18/12	828 75	MW	OH	B7
A200359884	705777	LEATHERS, BILL	09/18/12	325 00	MW	OH	B7
A200359885	123026	LIGGIOS TIRE AND SERVICE CENT	09/18/12	2,990 77	MW	OH	
A200359886	708744	LOUDS, DONALD	09/18/12	450 53	MW	OH	
A200359887	705152	LOVE, PAUL	09/18/12	357 50	MW	OH	B7
A200359888	714807	LYNCH, JACKIE	09/18/12	300 00	MW	OH	
A200359889	709123	M FOX CURL AND ASSOCIATES PC	09/18/12	1,160 29	MW	OH	B7
A200359890	406588	MANGLE, CHRISTINE L	09/18/12	1 800 00	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
A200359891	407300	MARION, WILLIAM DAVID	09/18/12	3,289 00	MW	OH	B7	
A200359892	710378	MARTIN RESOURCE MANAGEMENT CO	09/18/12	4,727 10	MW	OH		
A200359893	704124	MARTIN, THOMAS A	09/18/12	65 00	MW	OH	B7	
A200359894	705424	MASTER WORD SERVICE INC	09/18/12	377 16	MW	OH		
A200359895	407317	MATHESON TRI-GAS INC	09/18/12	637 56	MW	OH		
A200359896	714526	MAXWELL BAILER CORP	09/18/12	335 00	MW	OH		
A200359897	714747	MCKENZIE, MARION	09/18/12	254 08	MW	OH		
A200359898	136689	MCLEOD ALEXANDER POWEL & APFF	09/18/12	1,033 50	MW	OH	B7	
A200359899	708527	MCNAIR, COREY	09/18/12	127 65	MW	OH		
A200359900	131029	MCREE FORD INC	09/18/12	44 30	MW	OH		
A200359901	705354	MILLER JARVIS	09/18/12	75 48	MW	OH		
A200359902	711805	MILLER, ROBERT DAVID	09/18/12	1,056 25	MW	OH	B7	
A200359903	710357	MORRIS, PHILLIP W	09/18/12	195 00	MW	OH	B7	
A200359904	714576	MOSS, THOMAS	09/18/12	136 00	MW	OH		
A200359905	134056	MOTOROLA SOLUTIONS INC	09/18/12	158 10	MW	OH		
A200359906	405987	MUELLER, DINAH J	09/18/12	533 00	MW	OH	B7	
A200359907	712800	MURPHY USA	09/18/12	60 00	MW	OH		
A200359908	705888	NAJER, MAURICE	09/18/12	422 50	MW	OH	B7	
A200359909	714803	NAMI GULF COAST	09/18/12	225 00	MW	OH		
A200359910	410734	NICHOLSON, CONNIE	09/18/12	72 71	MW	OH		
A200359911	400707	NICKELSON, LINDA J	09/18/12	950 00	MW	OH	B7	
A200359912	702547	NORTHEAST TEXAS DATA CORPORAT	09/18/12	11 763 88	MW	OH		
A200359913	409667	NORTHERN TOOL EQUIPMENT COMPA	09/18/12	103 79	MW	OH		
A200359914	710551	NORVAREM, S A U	09/18/12	28,108 45	MW	OH		
A200359915	714779	O'TOOLE, CHRISTOPHER	09/18/12	100 00	MW	OH		
A200359916	VOID CONTINU	VOID - Continued Stub	09/18/12	0 00	VM	OH		Void



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359917	700225	OFFICIAL PAYMENTS CORP	09/18/12	6 581 07	MW	OH	
A200359918	713699	OLALEKAN, JAMES	09/18/12	257 52	MW	OH	
A200359919	705252	ONEOK INC	09/18/12	43 36	MW	OH	
A200359920	400105	OWEN ELECTRIC SUPPLY	09/18/12	518 84	MW	OH	
A200359921	714812	PAPPAN, JULIE	09/18/12	250 00	MW	OH	
A200359922	714686	PARKER, BLAIR RENEE	09/18/12	487 50	MW	OH	B7
A200359923	714594	PARTAIN, JOHN PHILIP	09/18/12	126 64	MW	OH	B7
A200359924	706418	PATIENT'S ANESTHESIA GROUP PA	09/18/12	1,895 43	MW	OH	
A200359925	705136	PENINSULA SANITATION SERVICE	09/18/12	3,150 00	MW	OH	
A200359926	709286	PESTMASTER SERVICES INC	09/18/12	235 00	MW	OH	
A200359927	705680	PRO-LINE WATERSCREEN SERVICES	09/18/12	196,441 00	MW	OH	
A200359928	711312	QUEST DIAGNOSTICS CLINICAL LA	09/18/12	520 48	MW	OH	
A200359929	705753	QUINTANILLA, DONNIE	09/18/12	942 50	MW	OH	B7
A200359930	410560	R M SILKSCREEN	09/18/12	100 00	MW	OH	
A200359931	712886	R W LUCAS CONSTRUCTION LLC	09/18/12	44 357 26	MW	OH	
A200359932	711412	RAXCO SOFTWARE INC	09/18/12	2,504 98	MW	OH	
A200359933	706403	REED ELSEVIER INC	09/18/12	524 00	MW	OH	
A200359934	714791	RHONDA J SESSION ATTORNEY &	09/18/12	1,280 50	MW	OH	B7
A200359935	406506	ROELL, HOLLY C	09/18/12	240 50	MW	OH	B7
A200359936	710577	RUSSELL GREG	09/18/12	975 00	MW	OH	B7
A200359937	409033	SAM HOUSTON STATE UNIVERSITY	09/18/12	150 00	MW	OH	
A200359938	400133	SANDERS, EARNESTINE LYNCH	09/18/12	81 59	MW	OH	
A200359939	191023	SANTA FE AUTO PARTS INC	09/18/12	2 363 92	MW	OH	
A200359940	702664	SCHWAB, TAYLOR	09/18/12	377 00	MW	OH	B7
A200359941	714784	SCOTT CPA, DOUGLAS	09/18/12	238 17	MW	OH	
A200359942	192146	SEASIDE ENTERPRISES INC	09/18/12	198 20	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359943	192161	SHATTUCK BOB	09/18/12	4 392 00	MW	OH	B7
A200359944	405858	SHELTERING HARBOUR	09/18/12	8,571 50	MW	OH	
A200359945	400542	SHERWIN WILLIAMS PAINT CORP	09/18/12	94 28	MW	OH	
A200359946	430754	SMITH, JAMES DENNIS	09/18/12	260 00	MW	OH	B7
A200359947	704289	SOLUTIONSASURE COM INC	09/18/12	67 85	MW	OH	
A200359948	701326	SOUTHERN COMPUTER WAREHOUSE	09/18/12	4,773 06	MW	OH	
A200359949	194167	STATE BAR OF TEXAS	09/18/12	218 25	MW	OH	
A200359950	432219	STEWART, DELLA L	09/18/12	66 33	MW	OH	
A200359951	711234	SULLIVAN LAND SERVICES LTD	09/18/12	73 130 31	MW	OH	
A200359952	712040	SUMMERLIN LAW FIRM PLLC	09/18/12	1,623 00	MW	OH	B7
A200359953	707408	SUNGARD PUBLIC SECTOR INC	09/18/12	320 00	MW	OH	
A200359954	195016	SUTHERLAND LUMBER SOUTHWEST I	09/18/12	1,757 23	MW	OH	
A200359955	410529	TAYLOR, ANGELA M	09/18/12	438 75	MW	OH	B7
A200359956	408901	TEXAS DEPARTMENT OF CRIMINAL	09/18/12	50 00	MW	OH	
A200359957	708583	TEXAS LAW & PSYCHIATRY PLLC	09/18/12	1,400 00	MW	OH	MH
A200359958	700583	TORRES, ROBERTO	09/18/12	953 32	MW	OH	B7
A200359959	401653	TRUCK PARTS & SPECIALISTS INC	09/18/12	955 00	MW	OH	
A200359960	711781	TSA - TEXAS SURGICAL ASSOCIAT	09/18/12	1 053 56	MW	OH	
A200359961	701538	UNITED PARCEL SERVICE	09/18/12	16 45	MW	OH	
A200359962	409463	UNITED STATES POSTAL SERVICE	09/18/12	10,000 00	MW	OH	
A200359963	402812	UTMB	09/18/12	491 93	MW	OH	
A200359964	402812	UTMB	09/18/12	12,253 16	MW	OH	
A200359965	402812	UTMB	09/18/12	10,182 00	MW	OH	
A200359966	703768	VALLEY SERVICES INC	09/18/12	5,156 16	MW	OH	
A200359967	702057	WALKER, MARGARET W	09/18/12	375 00	MW	OH	B7
A200359968	402963	WASTE MANAGEMENT INC	09/18/12	5,258 75	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359869	701863	WEBER, WINIFRED B	09/18/12	585 00	MW	OH	B7
A200359970	701863	WEBER, WINIFRED B	09/18/12	195 00	MW	OH	B7
A200359971	714730	WILLIAMS, NICKISHA	09/18/12	88 25	MW	OH	
A200359972	710140	WYLIE LAW FIRM PC	09/18/12	1 863 55	MW	OH	B7
A200359973	712998	ZENDEH DEL AND ASSOCIATES PLL	09/18/12	211 25	MW	OH	B7

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	1158 132 61	Number of Checks Processed	212
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0

S U B T O T A L 1158,132 61

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
F600000477	714252	CLASSIC AUTOPLEX GALVESTON	09/18/12	6,012.57	CX	OH	
F600000478	403006	KEYWORTHS HARDWARE INC	09/18/12	156.45	CX	OH	
F600000479	711227	TRIPLE B SERVICES LLP	09/18/12	420,388.92	CX	OH	

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	0
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	0.00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0.00	Number of Checks Processed	0
Total Cancelled	426,557.94	Number of Checks Processed	3

S U B T O T A L

426,557.94

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	
=====	=====	=====	=====	=====	=====	=====	=====	=====
G R A N D T O T A L S								
		Total Void Machine Written		0 00		Number of Checks Processed		1
		Total Void Hand Written		0 00		Number of Checks Processed		0
		Total Machine Written		1158,132 61		Number of Checks Processed		212
		Total Hand Written		0 00		Number of Checks Processed		0
		Total Reversals		0 00		Number of Checks Processed		0
		Total Cancelled		426,557 94		Number of Checks Processed		3
G R A N D T O T A L								
				1584,690 55				

Vendor ID	Vendor Name	Bank ID	Bank Account Number	Account Type	Deposit Amount	Tape Rec No	TRNS Type
714252	CLASSIC AUTOPLEX GALVEST	113100091	3010012999	CHECKING	6,012.57		
403006	KEYMORTHS HARDWARE INC	113024915	3750993754	CHECKING	156.45		
711227	TRIPLE B SERVICES LLP	113008465	0250993	CHECKING	420,388.92		
TOTAL AMOUNT					426,557.94		
TOTAL AMOUNT 2nd					0.00		
NUMBER OF ENTRIES					3		

# Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #. VW 00359974</b>	<b>Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY DISTRICT</b>	
10003863 082812	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	117 59
10004583 081312	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	69 35
<b>Warrant Total:</b>		<b>186.94</b>
<b>Warrant #. VW 00359975</b>	<b>Payee Name: CENTERPOINT ENERGY</b>	
4472227 090512	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	19 67
46936837 091212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	5 51
47167820 082712	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 04
47167838 082712	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	32 73
47504113 091212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 04
4753723 090412	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	77 02
47972211 091212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	14 62
48318612 091312	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	54 52
48482202 083012	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	45 07
<b>Warrant Total:</b>		<b>281 22</b>
<b>Warrant #: VW 00359977</b>	<b>Payee Name: CITY OF LA MARQUE</b>	
110003415 90412	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	216 12
160010852 90412	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	54 15
160010853 090412	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	24 45
160010854 082412	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	80 90
<b>Warrant Total:</b>		<b>375.62</b>
<b>Warrant #. VW 00359978</b>	<b>Payee Name: CITY OF TEXAS CITY</b>	
2182478663 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	16 34
2349182536 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	44 59
2569878663 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	1,670 21
2615087885 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	10 64
<b>Warrant Total:</b>		<b>1,741 78</b>
<b>Warrant #: VW 00359979</b>	<b>Payee Name: CITY OF TEXAS CITY</b>	
1960974052 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	121 91
1961074053 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	7 43
2349182536 73112	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	50 97
2615087885 73112	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	11 70
2801778663 82912	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	199 25
<b>Warrant Total</b>		<b>391 26</b>
<b>Warrant #: VW 00359981</b>	<b>Payee Name: ENTERGY</b>	
2253364 083012	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	6,147 86

# Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
3571159 082912	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	222 98
3626535 0828912	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	5 00
<b>Warrant Total:</b>		<b>6,375.84</b>
<b>Warrant #: VW 00359982</b>	<b>Payee Name: GALVESTON COUNTY WCID #1</b>	
120050039 082812	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	151 46
30064065 090312	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	29 14
<b>Warrant Total:</b>		<b>180.60</b>
<b>Warrant #: VW 00359984</b>	<b>Payee Name: NATIONAL RECREATION AND PARK ASSOC</b>	
AGNY PACKAGE	1101522020 - 5498000 Parks Department - Membership And Dues	600 00
REG FOR NRPA CON	1101522020 - 5499208 Parks Department - Licenses/Permits/Registration	1,131 00
REG NRPA CONF	1101451110 - 5495100 Senior Citizens - Education	377 10
<b>Warrant Total:</b>		<b>2,108.10</b>
<b>Warrant #: VW 00359985</b>	<b>Payee Name: ONEOK INC</b>	
117946945 082212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	32 90
140526600 082212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	15 00
163076745 082012	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	15 00
164634518 081712	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	1,629 20
165199073 081712	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	3,048 13
235817809 081612	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	62 75
41057664 082212	1101170100 - 5421300 Facilities Srvs & Maintenance - Gas	16 29
<b>Warrant Total:</b>		<b>4,819.27</b>
<b>Warrant #: VW 00359986</b>	<b>Payee Name: PESTMASTER SERVICES INC</b>	
11388	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	34 71
11516	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	39 83
11517	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	55 19
11573	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	44 95
11575	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	34 71
<b>Warrant Total:</b>		<b>209.39</b>
<b>Warrant #: VW 00359987</b>	<b>Payee Name: SAN LEON MUNICIPAL UTILITY DIST</b>	
10351090 083012	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	41 17
10353195 083012	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	93 93
<b>Warrant Total:</b>		<b>135.10</b>
<b>Warrant #: VW 00359988</b>	<b>Payee Name: SHATTUCK, BOB</b>	
06/2011-8/2012	1101122300 - 5431407 Probate Court - Sullivan - Associate Judge-Probate Court	2,645 69
<b>Warrant Total:</b>		<b>2,645 69</b>
<b>FUND 1101 TOTAL:</b>		<b>19,450.81</b>



# Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

Invoice Number	Account Info	Amount
<b>FUND: 2230 Juvenile Justice Fund</b>		
<b>Warrant #:</b> VW 00359980	<b>Payee Name:</b> DUNAWAY, LORI	
AUGUST 2012	2230256100 - 5436107 Juvenile Justice - Outpatient Counseling	1,095 00
	<b>Warrant Total:</b>	<b>1,095.00</b>
<b>Warrant #</b> VW 00359983	<b>Payee Name:</b> GULF COAST TRADES CENTER	
5841	2230256100 - 5441301 Juvenile Justice - Placement Services	10,144 32
	<b>Warrant Total:</b>	<b>10,144.32</b>
	<b>FUND 2230 TOTAL:</b>	<b>11,239.32</b>
<b>FUND: 2301 Road &amp; Bridge Fund</b>		
<b>Warrant #:</b> VW 00359976	<b>Payee Name:</b> CHERRY CRUSHED CONCRETE	
1023309	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,900 94
1023465	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	3,010 01
1023503	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,640 11
	<b>Warrant Total:</b>	<b>7,551 06</b>
	<b>FUND 2301 TOTAL:</b>	<b>7,551.06</b>
<b>FUND: 2841 Juvenile Probation-State Aid</b>		
<b>Warrant #:</b> VW 00359983	<b>Payee Name:</b> GULF COAST TRADES CENTER	
5841	2841256110 - 5441101 State Aid Grant A - Residential Services	15,000 00
	<b>Warrant Total:</b>	<b>15,000 00</b>
	<b>FUND 2841 TOTAL:</b>	<b>15,000.00</b>
<b>FUND: 3120 Limited Tax Cnty Bldg Bds Sr09</b>		
<b>Warrant #:</b> VW 00359989	<b>Payee Name:</b> STANLEY SECURITY SOLUTIONS INC	
902188898	3120179135 - 5722903 Mid-County Annex - Owners Contingency	1,615 50
	<b>Warrant Total:</b>	<b>1,615.50</b>
	<b>FUND 3120 TOTAL:</b>	<b>1,615.50</b>

# ***Galveston County, Texas***

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

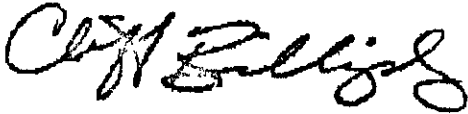
## **Summary of All Funds**

<u>Fund</u>	<u>Amount</u>
<b>Grand Total:</b>	<b>0.00</b>

# Galveston County, Texas

Supplemental List of County Auditor's Approved Claims For Voucher Warrants Dated 09/18/2012

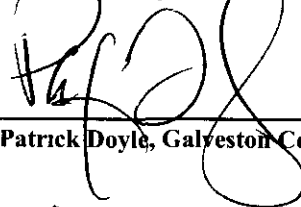
Approved Order to pay by Commissioners Court this day September 18 2012



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



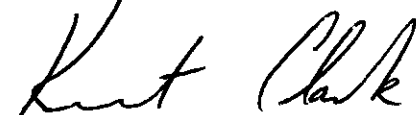
Patrick Doyle, Galveston County Commissioner, Pct 1



Kevin D. O'Brien, Galveston County Commissioner, Pct 2

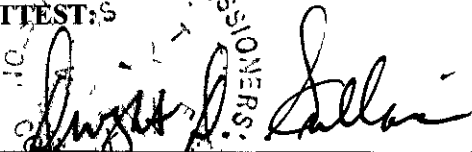


Stephen D. Holmes, Galveston County Commissioner, Pct 3



Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight B. Sullivan, County Clerk

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
A200359974	708995	BOLIVAR PENINSULA SPECIAL UTI	09/18/12	186 94	MW	OH	
A200359975	407782	CENTERPOINT ENERGY	09/18/12	281 22	MW	OH	
A200359976	712596	CHERRY CRUSHED CONCRETE	09/18/12	7,551 06	MW	OH	
A200359977	633209	CITY OF LA MARQUE	09/18/12	375 62	MW	OH	
A200359978	403085	CITY OF TEXAS CITY	09/18/12	1,741 78	MW	OH	
A200359979	403085	CITY OF TEXAS CITY	09/18/12	391 26	MW	OH	
A200359980	712144	DUNAWAY, LORI	09/18/12	1,095 00	MW	OH	
A200359981	405028	ENTERGY	09/18/12	6,375 84	MW	OH	
A200359982	071175	GALVESTON COUNTY WCID #1	09/18/12	180 60	MW	OH	
A200359983	075101	GULF COAST TRADES CENTER	09/18/12	25,144 32	MW	OH	
A200359984	407541	NATIONAL RECREATION AND PARK	09/18/12	2,108 10	MW	OH	
A200359985	705252	ONEOK INC	09/18/12	4,819 27	MW	OH	
A200359986	709286	PESTMASTER SERVICES INC	09/18/12	209 39	MW	OH	
A200359987	191106	SAN LEON MUNICIPAL UTILITY DI	09/18/12	135 10	MW	OH	
A200359988	192161	SHATTUCK, BOB	09/18/12	2,645 69	MW	OH	
A200359989	700203	STANLEY SECURITY SOLUTIONS IN	09/18/12	1,615 50	MW	OH	
G R A N D T O T A L S							
Total Void Machine Written				0 00	Number of Checks Processed		0
Total Void Hand Written				0 00	Number of Checks Processed		0
Total Machine Written				54,856 69	Number of Checks Processed		16
Total Hand Written				0 00	Number of Checks Processed		0
Total Reversals				0 00	Number of Checks Processed		0
Total Cancelled				0 00	Number of Checks Processed		0

G R A N D T O T A L 54,856 69

AGENDA

ITEM

#1b

## ORDER

On this the 18<sup>th</sup> day of September 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge  
Patrick Doyle, Commissioner, Precinct No 1  
Kevin D O'Brien, Commissioner, Precinct No 2  
Stephen Holmes, Commissioner, Precinct No 3  
Ken Clark, Commissioner, Precinct No 4 and  
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Sept 12th, 2012 and being salary warrant numbers **PY0333962 through PY0333978 and EFT90344577 through EFT90345857**. The gross amount of such warrants are estimated **\$2,941,114.79 for Biweekly Payroll #19, 2012.**

UPON MOTION OF COUNTY JUDGE Mark Henry AND SECONDED

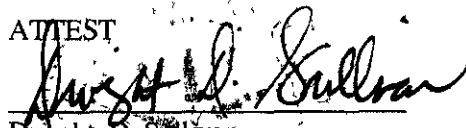
BY COMMISSIONER O'Brien THE ABOVE ORDER WAS PASSED THIS 18th DAY

OF September, 2012 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

  
Mark Henry, County Judge

ATTEST

  
Dwight D Sullivan  
County Clerk

RECOMMENDED

  
Cliff Billingsley, CPA  
County Auditor

09/14/2012 11 15 55

\*\*Galv Cnty Production\*\*

## Galveston County Human Resources Department

Page 1

## Employee Pay Assignment Changes for Payroll Period - 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	MURRIE, ERNEST L	PTNH	502 ELECTIONS CLERK-TEMP	9/10/2012		09A1	\$25,925	12.46 H	APPOINTMENT
122200	County Court #2 - Roberts	CHAN, CONNIE	FTBC	2 COURT REPORTER-CO COURT 2		8/31/2012	0000	\$66,805	2,569.43 B	TERMINATION
126100	District Clerk	DRULHET-LUNDY, D	FTBE	42 SR DEPUTY DISTRICT CLERK	8/30/2012		12A1	\$30,065	1,156.38 B	REASSIGNMENT
127100	District Attorney	CANTRELL-AVLOES, C	FTBE	87 SENIOR ASST DIST ATTORNEY	9/1/2012		23B1	\$61,527	2,366.43 B	ACCT # CHANGE
127100	District Attorney	TELFAR, LINDA M	FTBE	50 VICTIMS ASSISTANCE COORD	9/1/2012		16F1	\$41,446	1,594.08 B	ACCT # CHANGE
127100	District Attorney	WITUCKI, THERESA	FTBE	46 LEGAL ADMIN ASST/CPS COORD		9/6/2012	12A1	\$30,065	1,156.38 B	TERMINATION
127151	Violence Against Women	HAUGH III, JAMES A	FTBE	401 SENIOR ASST DIST ATTORNEY	9/1/2012		23L1	\$78,759	3,029.23 B	ACCT # CHANGE
151500	Tax Assessor/Collector	ESTRADA, JONATHAN R	FTBE	50 CUSTOMER SERVICE REP	9/4/2012		09A1	\$25,925	997.14 B	APPOINTMENT
151500	Tax Assessor/Collector	FIGARO, TAMISHA M	FTBE	50 CUSTOMER SERVICE REP	8/30/2012	8/31/2012	09A1	\$25,925	997.14 B	TERMINATION
152500	Administration (even)	CANTU, ANGELA A	FTBE	3 ADMINISTRATIVE ASSISTANT	9/11/2012		12A1	\$30,065	1,156.38 B	REASSIGNMENT
152500	Administration (even)	POSEY, MAURA M	FTBE	500 ADMINISTRATIVE ASSISTANT	9/6/2012		12A1	\$30,065	1,156.38 B	REASSIGNMENT
153000	Legal Department	VANHORN, VERONICA A	FTBE	6 EXECUTIVE ADMIN ASSISTANT	9/4/2012		15A1	\$34,867	1,341.05 B	APPOINTMENT
159100	Information Technology	GONZALEZ JR, LEONARD	FTBE	44 BUSINESS SERVICES SPECIALIST	9/4/2012		14A1	\$33,187	1,276.43 B	APPOINTMENT
170100	Facilities Svs &	RICHARDSON, KATHRYN	FTBE	9 ADMINISTRATIVE ASSISTANT	8/30/2012		12A1	\$30,065	1,156.38 B	
211121	Criminal Investigation	LARVIN, PERRY M	FTBE	418 INVESTIGATOR-CID	9/1/2012		18O1	\$57,133	2,197.46 B	ACCT # CHANGE
211127	Auto Crime Task Force	BARROW, REUBEN H	FTBE	402 SERGEANT-CID	9/1/2012		18O1	\$57,133	2,197.46 B	ACCT # CHANGE
211127	Auto Crime Task Force	DOOLITTLE, VIRGINIA G	FTBE	403 INVESTIGATOR ANALYST-CID	9/1/2012		12M1	\$40,435	1,555.20 B	ACCT # CHANGE
211127	Auto Crime Task Force	SHELPPARD, DANIEL L	FTBE	401 INVESTIGATOR-CID	9/1/2012		1800	\$57,133	2,197.46 B	ACCT # CHANGE
211133	Corrections-Sheriff	CLAUSEN, MATTHEW S	FTBE	39 DEPUTY II	9/10/2012		14G1	\$38,487	1,480.27 B	TRANSFER
211133	Corrections-Sheriff	PETERSON, MARCUS L	FTBE	164 DEPUTY II	9/8/2012		14G1	\$38,487	1,480.27 B	CAREER LADDER
211143	Patrol Division	ROBACKER, CARL L	PTNS	77 DEPUTY PART-TIME		9/12/2012	0000	\$1,480	56.96 B	TERMINATION
211171	Communications-Sheriff	HERNDON, JAMES B	FTBE	5 COMMUNICATIONS - DEPUTY V	9/7/2012		17J1	\$48,064	1,848.65 B	TRANSFER

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Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
223110	Constable Pct #1 - Cherry	DE LOS SANTOS SR	FTBL	2 DEPUTY CONSTABLE-PCT 1	8/30/2012		15A1	\$34,867	1 341 05 B	APPOINTMENT
223500	Constable Pct #5 - Montez	AVENDANO JR RICHARD	PTNS	5 BAILIFF-PRECINCT 5		9/5/2012	0000	\$2 725	104 82 B	TERMINATION
223800	Constable Pct #8 - Fisher	RUSK III, ARTR E H	FTBL	410 AUTO CRIMES OFFICER-PCT 8	9/1/2012		17D1	\$41,446	1 594 08 B	ACCT # CHANGE
255101	Adult Probation	ALZAFARI, ERIC M	FTBL	412 PROBATION OFFICER	9/1/2012		0000	\$33,999	1 307 69 B	SALARY ADJUST
255101	Adult Probation	BANE, JANIS J	FTBE	1 DIRECTOR ADULT PROBATION	9/1/2012		0000	\$89,107	3,427 23 B	ACCT # CHANGE
255101	Adult Probation	BARRETT GARLAND E	FTBL	6 PROBATION OFFICER	9/1/2012		0000	\$36 435	1 401 38 B	SALARY ADJUST
255101	Adult Probation	BAUM, JESSE	FTBE	32 PROBATION OFFICER	9/1/2012		0000	\$33,499	1,288 46 B	ACCT # CHANGE
255101	Adult Probation	BELL, PAULA M	FTBE	36 PROBATION OFFICER	9/1/2012		0000	\$34 999	1,346 15 B	ACCT # CHANGE
255101	Adult Probation	BOZEMAN, KELLY A	FTBE	39 SUPERVISOR/ADULT PROB	9/1/2012		0000	\$60,572	2 329 73 B	SALARY ADJUST
255101	Adult Probation	CASTANO, JULIE M	FTBE	27 PROBATION OFFICER	9/1/2012		0000	\$37,120	1 427 73 B	SALARY ADJUST
255101	Adult Probation	COPPOLA, FRANCESCO	WFTBE	20 ASSISTANT SUPERVISOR	9/1/2012		0000	\$39,521	1,520 04 B	SALARY ADJUST
255101	Adult Probation	DAITZ, JENNIFER S	FTBE	31 PROBATION OFFICER	9/1/2012		0000	\$34,999	1,346 15 B	ACCT # CHANGE
255101	Adult Probation	DICKEY, ROCHILL	FTBE	10 PROBATION OFFICER	9/1/2012		0000	\$36 099	1,388 46 B	ACCT # CHANGE
255101	Adult Probation	DICKEY WILLIAM S	FTBE	2 PROBATION OFFICER	9/1/2012		0000	\$36 097	1,388 36 B	ACCT # CHANGE
255101	Adult Probation	DICKSON HAYLEY K	FTBE	29 PROBATION OFFICER	9/1/2012		0000	\$33,499	1,288 46 B	ACCT # CHANGE
255101	Adult Probation	DUNCAN, ALICIA A	FTBE	25 SECRETARY	9/1/2012		0000	\$29 500	1 134 62 B	ACCT # CHANGE
255101	Adult Probation	FEATHERLY, CHRISTINA	FTBE	16 PROBATION OFFICER	9/1/2012		0000	\$36 099	1 388 46 B	ACCT # CHANGE
255101	Adult Probation	HARRIS, CELINE D	FTBE	40 PROBATION OFFICER	9/1/2012		0000	\$36 099	1,388 46 B	ACCT # CHANGE
255101	Adult Probation	HENDERSON, ANTHONY	FTBE	21 ASSISTANT SUPERVISOR	9/1/2012		0000	\$38,399	1,476 92 B	ACCT # CHANGE
255101	Adult Probation	HURT STEPHEN C	FTBE	28 PROBATION OFFICER	9/1/2012		0000	\$33,499	1,288 46 B	ACCT # CHANGE
255101	Adult Probation	JAMES RODERICK D	FTBL	4 SUPERVISOR/ADULT PROB	9/1/2012		0000	\$59,211	2 277 35 B	SALARY ADJUST
255101	Adult Probation	JONES, CHARLOTTE M	FTBE	19 PROBATION OFFICER	9/1/2012		0000	\$37 506	1,442 54 B	SALARY ADJUST
255101	Adult Probation	JUAREZ, JENNIFER N	FTBE	14 PROBATION OFFICER	9/1/2012		0000	\$33 499	1 288 46 B	ACCT # CHANGE
255101	Adult Probation	MAGUIRE, STEPHANIE	FTBE	54 INDIRECT CLERK	9/1/2012		0000	\$37 466	1,441 00 B	SALARY ADJUST
255101	Adult Probation	MCKLE JOANNE	FTBE	48 SECRETARY	9/1/2012		0000	\$37 546	1 444 08 B	SALARY ADJUST
255101	Adult Probation	MCAIR COREY L	FTBE	43 PROBATION OFFICER	9/1/2012		0000	\$36 400	1,400 00 B	ACCT # CHANGE
255101	Adult Probation	MOORE, JOSEPH D	FTBE	15 DEPUTY DIRECTOR	9/1/2012		0000	\$71 999	2 769 23 B	SALARY ADJUST
255101	Adult Probation	MORGAN, MONICA	FTBE	24 SECRETARY	9/1/2012		0000	\$26 000	1 000 00 B	ACCT # CHANGE
255101	Adult Probation	NESEMEYER MARCIA K	FTBE	22 SECRETARY	9/1/2012		0000	\$37 820	1,454 65 B	SALARY ADJUST

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## Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255101	Adult Probation	NGUYEN, MARGARITA C	FTBE	18 PROBATION OFFICER	9/1/2012		0000	\$33,499	1,288.46 B	ACCT # CHANGE
255101	Adult Probation	ROBERTSON, VICKI H	FTBE	26 SECRETARY	9/1/2012		0000	\$37,681	1,449.27 B	SALARY ADJUST
255101	Adult Probation	RODRIGUEZ, VANESSA C	FTBE	33 PROBATION OFFICER	9/1/2012		0000	\$34,550	1,328.85 B	SALARY ADJUST
255101	Adult Probation	ROSEMON, VANESSA R	FTBE	12 PROBATION OFFICER	9/1/2012		0000	\$37,405	1,438.69 B	SALARY ADJUST
255101	Adult Probation	SAUNDERS, KAREN F	FTBE	35 PROBATION OFFICER	9/1/2012		0000	\$43,801	1,684.66 B	SALARY ADJUST
255101	Adult Probation	SULLIVANT, GAYL M	FTBE	8 PROBATION OFFICER	9/1/2012		0000	\$40,496	1,557.54 B	SALARY ADJUST
255101	Adult Probation	THOMPSON, SHELLY M	FTBE	9 ASSISTANT SUPERVISOR	9/1/2012		0000	\$37,116	1,427.54 B	SALARY ADJUST
255101	Adult Probation	VANCE, KYMBERLY JO	FTBE	41 PROBATION OFFICER	9/1/2012		0000	\$36,400	1,400.00 B	ACCT # CHANGE
255101	Adult Probation	VENEGAS, JLSUS	FTBE	3 PROBATION OFFICER	9/5/2012		0000	\$36,550	1,405.77 B	APPOINTMENT
255101	Adult Probation	VILLARREAL, NORMA	FTBE	30 SUPERVISOR/ADULT PROB	9/1/2012		0000	\$63,320	2,435.39 B	SALARY ADJUST
255101	Adult Probation	WATERWALL, CHASE A	FTBE	7 PROBATION OFFICER	9/1/2012		0000	\$33,800	1,300.00 B	ACCT # CHANGE
255101	Adult Probation	WILLIAMS, NICKISHA N	FTBE	34 PROBATION OFFICER	9/1/2012		0000	\$33,499	1,288.46 B	ACCT # CHANGE
255101	Adult Probation	ASHBY, SHERI L	PTBI	55 ADMINISTRATIVE ASSISTANT	9/1/2012		0000	\$37,752	1,452.00 B	SALARY ADJUST
255111	Special Substance Abuse	MILLER, JARVIS D	FTBE	49 PROBATION OFFICER	9/1/2012		0000	\$39,651	1,525.04 B	SALARY ADJUST
255111	Special Substance Abuse	OLALEKAN JR, JAMES O	FTBE	17 PROBATION OFFICER	9/1/2012		0000	\$34,100	1,311.54 B	ACCT # CHANGE
255111	Special Substance Abuse	SKUFCA, RICHARD G	FTBE	38 PROBATION OFFICER	9/1/2012		0000	\$39,310	1,511.96 B	ACCT # CHANGE
255117	Galv Cnty Adult Drug Court/AMBRA, LINDA J		FTBE	13 PROBATION OFFICER	9/1/2012		0000	\$40,999	1,576.92 B	SALARY ADJUST
255117	Galv Cnty Adult Drug Court/LACY, WILLIE H		FTBE	45 DRUG COURT ADMINISTRATOR	9/1/2012		0000	\$45,999	1,769.23 B	ACCT # CHANGE
255137	Sex Offender Supervision	BROWN, JUDY A	FTBE	404 PROBATION OFFICER	9/1/2012		0000	\$48,745	1,874.84 B	SALARY ADJUST
255137	Sex Offender Supervision	KLYNG, KERRY A	FTBE	3 PROBATION OFFICER	9/1/2012		0000	\$42,706	1,642.54 B	SALARY ADJUST
255137	Sex Offender Supervision	ORDAZ, WILLIAM H	FTBE	23 PROBATION OFFICER	9/1/2012		0000	\$39,611	1,523.50 B	SALARY ADJUST
256100	Juvenile Justice	DUNNAHOO,	FTBE	13 JUVENILE PROBATION OFCR	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256100	Juvenile Justice	GAVION, BRIAN A	FTBE	26 JUVENILE PROBATION OFCR	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256100	Juvenile Justice	HERNANDEZ, CARLOS	FTBE	14 JUVENILE RESOURCES-SUPV	9/1/2012		1800	\$51,734	1,989.79 B	ACCT # CHANGE
256100	Juvenile Justice	HERRING JR, MATTHEW	FTBE	12 JUVENILE PROBATION OFCR	9/1/2012		1600	\$49,360	1,898.48 B	ACCT # CHANGE
256100	Juvenile Justice	SANDERS, EARNESTINE L	FTBE	19 CASEWORK SERVICES-SUPV	9/1/2012		1800	\$54,362	2,090.86 B	ACCT # CHANGE
256100	Juvenile Justice	STEWART, DELLA L	FTBE	16 JUVENILE PROBATION OFCR	9/1/2012		1600	\$48,216	1,854.49 B	ACCT # CHANGE
256105	Juv Justice - Administration	GARATE, FAITH P	FTBE	3 DEPUTY DIR/CASEWORK SERV	9/1/2012		2200	\$77,432	2,978.19 B	ACCT # CHANGE

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256105	Juv Justice - Administration	NORRIS BRENT T	FTBC	1 DIRECTOR	9/1/2012		2600	\$110,039	4,232.29 B	ACCT # CHANGE
256111	State Aid Grant A	ALFORD, RONALD D	FTBE	467 SUPERVISOR-SPECIAL	9/1/2012		1400	\$36,100	1,388.49 B	ACCT # CHANGE
256111	State Aid Grant A	ASTIN, JULIE A	FTBC	484 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$42,903	1,650.13 B	ACCT # CHANGE
256111	State Aid Grant A	DENEFIELD, WARREN J	FTBE	466 JUVENILE SUPERVISION	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256111	State Aid Grant A	EFFINGER, ERIKA M	FTBE	471 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$40,954	1,575.19 B	ACCT # CHANGE
256111	State Aid Grant A	FREEMAN, CONSUELTIA A	FTBE	476 JUVENILE SUPERVISION	9/1/2012		1200	\$36,972	1,422.02 B	ACCT # CHANGE
256111	State Aid Grant A	GREEN, KEITH	FTBE	465 JUVENILE SUPERVISION	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256111	State Aid Grant A	HOWARD-BLOW	FTBE	417 JUVENILE PLACEMENT OFFICER	9/1/2012		1700	\$58,208	2,238.79 B	ACCT # CHANGE
256111	State Aid Grant A	HOWELL, NIKKI D	FTBE	415 JUVENILE PROBATION OFFICER	9/1/2012		1400	\$39,100	1,503.86 B	ACCT # CHANGE
256111	State Aid Grant A	JOSEPH, JUNE V	FTBE	472 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$48,216	1,854.49 B	ACCT # CHANGE
256111	State Aid Grant A	LARSON, FAITH L	FTBF	474 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256111	State Aid Grant A	PARISH, ERVIN R	FTBE	418 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$46,012	1,769.71 B	ACCT # CHANGE
256111	State Aid Grant A	VALDIVIA, CINDY M	FTBE	473 JUVENILE PROBATION OFFICER	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256118	Detention	ALFRED-THOMPSON	FTBE	29 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	BANKS, KAREN R	FTBE	54 CENTRAL CONTROL OPERATOR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	BENNETT, CRYZA	FTBE	38 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	BROWN, ROBERT T	FTBE	45 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	DAVIS, DIANNA L	FTBE	11 JUVENILE PROBATION OFCR	9/1/2012		1600	\$40,954	1,575.19 B	ACCT # CHANGE
256118	Detention	DAVIS, FABIAN	FTBE	22 JUVENILE PROBATION OFCR	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256118	Detention	EDWARDS, DAVID R	FTBE	47 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	EVANS, ROSHENDRA M	FTBE	53 CENTRAL CONTROL OPERATOR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	GRACE JR, LARRY O	FTBC	33 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	GUIDRY JR, AVERY G	FTBE	24 JUVENILE PROBATION OFCR	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256118	Detention	HARDY, COREY L	FTBE	41 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$35,250	1,355.78 B	ACCT # CHANGE
256118	Detention	HERRING, DANIEL C	FTBE	43 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	JOHNSON, RODRICK D	FTBE	21 JUVENILE PROBATION OFCR	9/1/2012		1600	\$39,100	1,503.86 B	ACCT # CHANGE
256118	Detention	KAY, JOSIE V	FTBE	30 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$36,972	1,422.02 B	ACCT # CHANGE
256118	Detention	MONTGOMERY, DANNY	FFTB	35 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$32,821	1,262.37 B	ACCT # CHANGE
256118	Detention	MOSLEY, CLARENCE	FTBC	46 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	ORTIZ JR, HENRY	FTBE	31 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Gr/St	Annual	Rate *	Reason
256118	Detention	PERRY JOHNATHAN W	FTBE	32 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	PINES TIFFANY N	FTBE	56 CENTRAL CONTROL OPERATOR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	RIDEAUX, WESLEY C	FTBE	49 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$36,972	1,422.02 B	ACCT # CHANGE
256118	Detention	SCRANTON, TRUMAN J	FTBE	37 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	SMITH, JACQUELINE F	FTBE	27 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$36,972	1,422.02 B	ACCT # CHANGE
256118	Detention	TERRELL, DAVID L	FTBE	2 DEPUTY DIR OF DETENTION	9/1/2012		2200	\$63,995	2,461.35 B	ACCT # CHANGE
256118	Detention	WALKER, LAMAR A	FTBE	48 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256118	Detention	WASHINGTON JR, JOHN	FTBE	39 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$39,720	1,527.71 B	ACCT # CHANGE
256118	Detention	WATKINS, CELESTE E	FTBE	55 CENTRAL CONTROL OPERATOR	9/1/2012		1200	\$32,050	1,232.73 B	ACCT # CHANGE
256118	Detention	WATSON, DINK T	FTBE	51 JUV DET SUPERINDEPENDENT	9/1/2012		2000	\$50,532	1,943.57 B	ACCT # CHANGE
256118	Detention	WILLIAMS JR, JAMES E	FTBE	50 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256119	Post Program	COLLINS, DERRICK	FTBE	36 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256119	Post Program	GALVAN, ALAN M	FTBE	40 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256119	Post Program	GAMBLE, JACQUELINE	FTBE	23 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256119	Post Program	INCALCATERRA, JOSEPH	FTBE	34 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256119	Post Program	ROBEISON, FLETCHER L	FTBE	42 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$31,299	1,203.82 B	ACCT # CHANGE
256155	JJAEF	GOYNES, ANGELIA M	FTBE	68 JUVENILE SUPERVISION OFCR	9/1/2012		1200	\$41,668	1,602.65 B	ACCT # CHANGE
256155	JJAEF	WATSON, GLEN R	FTBE	20 DEPUTY DIR/SPECIAL	9/1/2012		2200	\$68,726	2,643.31 B	ACCT # CHANGE
312120	F M Lateral Road	ADAMS, BRYAN C	FTBE	47 MECHANIC I	9/5/2012		12A1	\$30,065	1,156.38 B	APPOINTMENT
312120	F M Lateral Road	BAUTISTA, RICARDO	FTBE	13 HEAVY EQUIPMENT OPERATOR	8/30/2012	8/31/2012	10A1	\$27,238	1,047.62 B	TERMINATION
312120	F M Lateral Road	BISHOP, KENNETH F	FTBE	7 MECHANIC I	9/4/2012		12A1	\$30,065	1,156.38 B	REASSIGNMENT
312120	F M Lateral Road	ELIZARDO JR	FTBE	64 HEAVY EQUIPMENT OPER III	9/10/2012		12A1	\$30,065	1,156.38 B	PROMOTION
312120	F M Lateral Road	SMITH, MAURICE	FTBE	10 HEAVY EQUIPMENT OPER III	9/6/2012		12A1	\$30,065	1,156.38 B	PROMOTION
312120	F M Lateral Road	WHITE, TRAVIS E	FTBE	8 PUBLIC WORKS SUPERVISOR		8/31/2012	15H1	\$41,446	1,594.08 B	TERMINATION
451152	Title IIIB & D	WEATHERLY, SHARRON	FTBE	416 DRIVER		8/31/2012	07J1	\$29,332	1,128.18 B	TERMINATION
451184	Texas Feeding Texans	HARRIS, DENASHA L	PTNH	501 DRIVER		9/10/2012	07A1	\$11,741	1,129.50 H	APPOINTMENT
522020	Parks Division	HUGHES, CHARLES E	FTBE	13 DISTRICT SUPERVISOR		8/31/2012	17F1	\$43,544	1,674.79 B	TERMINATION

HRB\_PAYAS\_PERIOD | Kathy Branch | Pay Assignments for Pay Period

\* Rate Type H = Hourly B = Biweekly Salary

09/14/2012 11:15:55

\*\*Galv Cnty Production\*\*

Galveston County Human Resources Department

Employee Pay Assignment Changes for Payroll Period 8/30/2012 thru 9/12/2012

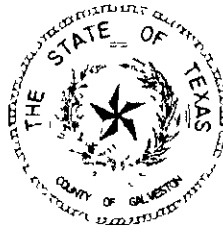
Page 6

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
522020	Parks Division	SLLLLRS CURTIS W	FTBL	34 SENIOR PARKS MAINT WORKER	9/4/2012		10A1	\$27,238	1 047 62 B	PROMOTION
522020	Parks Division	WASHINGTON LATONJA	FTBE	99 PARKS MAINTENANCE WORKER	9/4/2012		08A1	\$24,676	949 10 B	PROMOTION
522042	Beach Maintenance	UMBRICHT AUDINE P	PTNH	500 BOLIVAR BEACH PARKING		9/5/2012	02C1	\$9,640	9 27 11	TERMINATION

AGENDA

ITEM

#1c



## THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P.O. Box 1418

GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, IT System

September 18, 2012

Honorable Judge Mark A. Henry and  
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration are the reports for the surprise cash counts that were performed in the period of August 24, 2012 through August 31, 2012

- Constable, Precinct 1
- Constable, Precinct 2
- Constable, Precinct 3
- Constable, Precinct 4
- Constable, Precinct 5
- Constable, Precinct 6
- Constable, Precinct 7
- Constable, Precinct 8

Sincerely,

A handwritten signature in cursive script, appearing to read "Cliff Billingsley".

Cliff Billingsley, CPA  
County Auditor

cc Honorable Don Cherry  
Constable, Precinct 1

Honorable Terry Petteway  
Constable, Precinct 2

Honorable Derrick Rose  
Constable, Precinct 3

Honorable James Fullen  
Constable, Precinct 4

Honorable Michael Montez  
Constable, Precinct 5

Honorable William Comeaux  
Constable, Precinct 6

Honorable Pam Matranga  
Constable, Precinct 7

Honorable Jerry Fisher  
Constable, Precinct 8



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

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County Auditor

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**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, I T Systems

**Date:** August 31, 2012

**To:** Honorable Don Cherry  
Constable, Precinct 1

**From:** Travis Leopolos *TL*  
Internal Auditor I

**Re:** Constable, Precinct 1 Cash Count

---

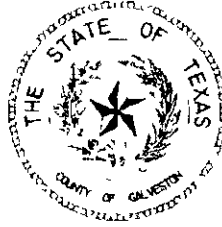
A cash count of Constable, Precinct 1 was conducted on August 24, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- All collections were accounted for at the time of the surprise cash count
- All receipts were up to date and accounted for

We wish to thank Constable Cherry and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

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**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, IT Systems

**Date:** August 31, 2012

**To:** Honorable Terry Petteway  
Constable, Precinct 2

**From:** Travis Leopolos <sup>TZ</sup>  
Internal Auditor I

**Re:** Constable, Precinct 2 Cash Count

---

A cash count of Constable, Precinct 2 was conducted on August 24, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- There were no collections on hand at the time of the surprise cash count, however, all receipts were up to date and accounted for.

We wish to thank Constable Petteway and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA





**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, IT Systems

**Date:** August 31, 2012

**To:** Honorable Derrick Rose  
Constable, Precinct 3

**From:** Travis Leopolos *TL*  
Internal Auditor I

**Re:** Constable, Precinct 3 Cash Count

---

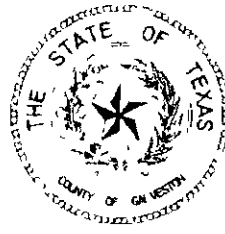
A cash count of Constable, Precinct 3 was conducted on August 28, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- There were no collections on hand at the time of the surprise cash count, however, all receipts were up to date and accounted for.

We wish to thank Constable Rose and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, IT Systems

**Date:** September 10, 2012

**To:** Honorable James Fullen  
Constable, Precinct 4

**From:** Travis Leopolos *TL*  
Internal Auditor I

**Re:** Constable, Precinct 4 Cash Count

---

A cash count of Constable, Precinct 4 was conducted on August 31, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- There were no collections on hand at the time of the surprise cash count, however, all receipts were up to date and accounted for.

We wish to thank Constable Fullen and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, I T. Systems

**Date:** September 10, 2012

**To:** Honorable Michael Montez  
Constable, Precinct 5

**From:** Travis Leopolos *TL*  
Internal Auditor I

**Re:** Constable, Precinct 5 Cash Count

---

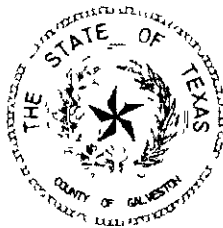
A cash count of Constable, Precinct 5 was conducted on August 28, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- All collections were accounted for at the time of the surprise cash count
- All receipts were up to date and accounted for

We wish to thank Constable Montez and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

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County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, I T Systems

**Date:** September 11, 2012

**To:** Honorable William Comeaux  
Constable, Precinct 6

**From:** Travis Leopolos  
Internal Auditor I 12

**Re:** Constable, Precinct 6 Cash Count

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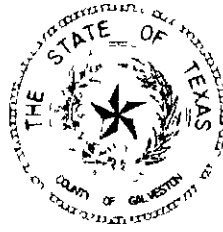
A cash count of Constable, Precinct 6 was conducted on August 29, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- All collections were accounted for at the time of the surprise cash count
- All receipts were up to date and accounted for

We wish to thank Constable Comeaux and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



## THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of  
Accounting

**LaToya Jordan**  
First Assistant, IT Systems

**Date:** September 11, 2012

**To:** Honorable Pam Matranga  
Constable, Precinct 7

**From:** Travis Leopolos *TL*  
Internal Auditor I

**Re:** Constable, Precinct 7 Cash Count

---

A cash count of Constable, Precinct 7 was conducted on August 28, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- There were no collections on hand at the time of the surprise cash count, however, all receipts were up to date and accounted for.

We wish to thank Constable Matranga and her staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA



## THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
**County Auditor**

**Ron Chapa, CPA**  
**First Assistant, Director of Auditing**

**Jeff Modzelewski, CPA**  
**First Assistant, Director of**  
**Accounting**

**LaToya Jordan**  
**First Assistant, I.T. Systems**

**Date:** September 11, 2012

**To:** Honorable Jerry Fisher  
Constable, Precinct 8

**From:** Travis Leopolos  
Internal Auditor I *TL*

**Re:** Constable, Precinct 8 Cash Count

---

A cash count of Constable, Precinct 8 was conducted on August 30, 2012. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

This would include examining deposit warrants and the receipt book issued to the Constable's office.

- All collections were accounted for at the time of the surprise cash count
- All receipts were up to date and accounted for

We wish to thank Constable Fisher and his staff for their cooperation and assistance.

cc Cliff Billingsley, CPA  
Ron Chapa, CPA

AGENDA

ITEM

#2

# Summary of Bi-Weekly Personnel Movements

Pay Period # August 16 - 29, 2012

Department	Positions		Current Appointments					Current Movements					Current Separations					Total		
	Budgeted		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol		Retire	Death
General Government	100							0							0					0
Facilities	200							0							0					0
Professional Services	60							0							0					0
Road District #1	40							0							0					0
County Judge	40							0							0					0
County Commissioners	80							0							0					0
Tax Office	510							0							0					0
County Auditor	330							0							0					0
County Clerk	430							0							0					0
County Clerk Records Mgmt	90							0							0					0
County Clerk Elections	50							0							0					0
Purchasing Agent	80							0							0	1				1
County Treasurer	70							0							0					0
Veterans Service	30							0							0					0
Human Resources	50							0							0					0
County Legal	60							0							0					0
Justice Administration	60							0							0					0
District Courts	190							0							0					0
County Courts	90							0							0					0
County Probate Court	60							0							0		1			1
Justice Courts	440							0							0					0
District Clerk	500							0							0					0
District Attorney/Jury & Trial	730							0							0					0
Pre-Trial Release	70							0							0	3				3
Sheriff	5130							0					1		0					0
Constables	460							0							0					0
Social Services	120							0							0					0
Child Welfare	10							0							0					0
Senior Services	220							0			1				1					0
Emergency Management	60						3	3							0					0
Extension Services	90							0							0					0
County Engineer	70							0							0					0
Building Inspector	20							0							0					0
Community Services	30							0							0					0
Information Technology	510	1						1			1				1					0
County Parks	440	3	2					5	2						2	1	1			2
Beach Parks	20							0							0					0
Museum	20							0							0					0
Road & Bridge/Drainage/Beach	730	3						3	1						1					0
County Health District	90							0							0					0
Law Library	10							0							0					0
Juvenile Probation	680							0			1				1	1				0
Courthouse Security	40							0							0					0
Mosquito Control	130							0							0					0
Right of Way	10							0							0					0
Seawall Maintenance	60							0							0					0
Housing & Economic Dev	60							0							0					0
Adult Probation	450																			
Grand Total	13730		7	2	0	3	0	12	3	0	3	0	1	0	7	6	2	0	0	8
Job Applications Received	176																			



08/31/2012 08:56:05

\*\*Galv. Cnty. Production\*\*

## Galveston County Human Resources Department

## Employee Pay Assignment Changes for Payroll Period 8/16/2012 thru 8/29/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
123700	Justice Court Pct #7 - Losk	DURAN TOMAS A G	FTBE	4 DEPUTY COURT CLERK PC 1 7		8/20/2012	10A1	\$27,238	1,047.62 B	TERMINATION
151600	County Treasurer	OLGUIN DAWN M	FIBE	7 SECRETARY/PAYROLL CLERK		8/22/2012	11A1	\$28,617	1,100.66 B	TERMINATION
159100	Information Technology	BADGER JOSEPH C	FIBE	59 SHAREPOINT/ONBASE ADMIN	8/16/2012		20A1	\$44,632	1,716.65 B	REASSIGNMENT
159100	Information Technology	MYERSON JEFFREY J	FIBE	53 CLINICAL SUPPORT	8/27/2012		16A1	\$36,632	1,408.94 B	APPOINTMENT
211121	Criminal Investigation	JONES JR KENNETH A	PTNS	11 DEPUTY PAROLE-11MI		8/16/2012	0000	\$1,480	56.96 B	TERMINATION
211133	Corrections-Sheriff	GRLEN, CODY R	FIBE	211 DEPUTY I		8/23/2012	13D1	\$34,016	1,308.34 B	TERMINATION
211133	Corrections-Sheriff	SLATON, SAMUEL D	FTBE	504 BAILIFF II/UNPAID		8/27/2012	0000		0.00 B	TERMINATION
223900	Constable Pct #6 - Comenau	COMEAU, WILLIAM D	ILEC	1 CONSTABLE-PRECINCT 19	8/16/2012		0000	\$54,569	2,098.82 B	CORRECTION
256118	Detention	BOYD RACIELLE L	FIBE	28 JUVENILE SUPERVISION OFCR		8/20/2012	1200	\$31,299	1,203.82 B	TERMINATION
256118	Detention	PERRY, JOHNATHAN W	FTBE	32 JUVENILE SUPERVISION OFCR	8/16/2012		1200	\$31,299	1,203.82 B	REASSIGNMENT
291010	Emergency Management	CURRY, KILLY Z	PTNH	410 HOMELAND SECURITY PLANNING	8/27/2012		1911	\$25,875	24.88 H	APPOINTMENT
291010	Emergency Management	LAMBERT, MICHAEL W	PTNH	409 HOMELAND SECURITY PLANNING	8/27/2012		1911	\$25,880	24.88 H	APPOINTMENT
291010	Emergency Management	SIREEPER CHRISTOPHER	PTNH	408 OFM SPECIALIST-TEMPORARY	8/27/2012		12C1	\$15,794	15.18 H	APPOINTMENT
296100	Flood Control	COLE, KEVIN E	FIBE	15 HEAVY EQUIPMENT OPER III	8/16/2012		12A1	\$30,065	1,156.38 B	PROMOTION
312120	F M Lateral Road	BISHOP, KENNETH F	FTBE	502 MECHANIC I	8/28/2012		12A1	\$30,065	1,156.38 B	APPOINTMENT
312120	F M Lateral Road	RODRIGUEZ II, DAVID K	FIBE	49 HEAVY EQUIPMENT OPERATOR	8/28/2012		09A1	\$25,925	997.14 B	APPOINTMENT
451110	Senior Citizens Program	BELL, FORESTIN L	FIBE	10 DRIVER-REP PROGRAM	8/16/2012		07A1	\$23,487	903.36 B	REASSIGNMENT
522020	Parks Division	ALTAMIRANO JR,	FTBE	34 SENIOR PARKS MAINT WORKER	8/16/2012	8/16/2012	10C1	\$28,617	1,100.66 B	TERMINATION
522020	Parks Division	BARNHOORN CAROL	FTBE	42 PARKS MAINT NANCE WORKER	8/27/2012		08A1	\$24,676	949.10 B	APPOINTMENT
522020	Parks Division	HOJNACKI MARIA M	FIBE	10 PERMIT COORDINATOR	8/20/2012		10A1	\$27,238	1,047.62 B	APPOINTMENT
522020	Parks Division	PRANGE, JEFFREY M	FIBE	37 SENIOR PARKS MAINT WORKER	8/20/2012		10A1	\$27,238	1,047.62 B	PROMOTION
522020	Parks Division	STONUM WILLIAM A	FTBE	26 PARKS MAINT NANCE WORKER	8/20/2012		08A1	\$24,676	949.10 B	PROMOTION
522020	Parks Division	WIERZBICKI, PAUL P	FIBE	2 PARK PLANNING AND MAINT	8/20/2012		22F1	\$60,026	2,308.71 B	APPOINTMENT
522020	Parks Division	ALFORD, SHANE A	PTBE	44 SENIOR PARKS MAINT WORKER	8/16/2012	8/17/2012	10A1	\$13,619	\$23.81 B	APP

HURB\_PAYAS PERIOD | Kathy Branch | Pay Assignments for Pay Period

\* Rate Type: H Hourly, B Biweekly Salary

08/31/2012 08:56:05

\*\*Galv Cnty Production\*\*

Galveston County Human Resources Department

Employee Pay Assignment Changes for Payroll Period 8/16/2012 thru 8/29/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	Grst	Annual	Rate *	Reason
522020	Parks Division	C LARK JR OATIS L	PTBL	104 PARK AIDT	8/27/2012		02C 1	\$9,640	370.80 B	APPOINTMENT
544042	Beach Maintenance-Rd &	PLERRY, CARL A	FTBE	1 HLAVY EQUIPMENT OPERA TOR	8/28/2012		09A1	\$25,925	997.14 B	APPOINTMENT

AGENDA

ITEM

#3



**STACY WHITEHURST**  
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED  
SEP 06 2012

577 N Garden Ridge Blvd  
Lewisville, TX 75067-2691

**GALVESTON COUNTY JUDGE**

August 27, 2012

Honorable Judge Mark Henry  
722 Moody  
Galveston, Texas 77550  
Galveston County

Honorable Judge Henry

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

Stacy R Whitehurst

SRW/sw  
Enclosure

cc Sara Walters

BACU1090  
Date 27-AUG-2012

Texas New Mexico Power Company  
New Premise Turn-Ons  
577 N Garden Ridge Blvd  
Lewisville, Texas 75067  
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2981 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565064
2983 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565065
2985 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565066
2987 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565067
2989 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565068
2978 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565069
2980 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565070
2982 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565071
2984 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565072
2986 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565073
2988 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565074
2992 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565075
2994 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565076
1420 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565119
2950 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565120
2935 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565179
2933 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565180
2931 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565181
2932 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565182
2934 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565183
2936 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565184
2938 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565185
2940 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565186
2942 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565187
2944 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565188
2980 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565449
2982 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565450
2984 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565451

BACU1090  
Date 27-AUG-2012

Texas New Mexico Power Company  
New Premise Turn-Ons  
577 N Garden Ridge Blvd  
Lewisville, Texas 75067  
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2986 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565452
2988 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565453
2990 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565454
2973 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565455
2975 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565456
2977 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565457
2979 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565458
2981 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565459
2983 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565460
2985 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565461
2950 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565239
2952 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565240
2954 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565241
2956 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565242
1416 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565269
1414 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565270
1412 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565271
1410 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565272
1411 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565273
1413 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565274
1415 COFFEE MILLS CT	LEAGUE CITY TX 77573	22-AUG-2012	565275
1423 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565276
1419 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565277
1417 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565278
1415 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565279
1413 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565299
1411 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565300
2957 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565359

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2959 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565360
2970 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565389
2972 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565419
2974 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565420
2976 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565421
2978 HOLBROOK VALLEY LN	LEAGUE CITY TX 77573	22-AUG-2012	565422
2963 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565479
2965 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565509
2967 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565510
2969 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565511
2971 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565512
2973 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565513
2975 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565514
2977 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565515
2979 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565516
2981 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565539
2983 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565540
2985 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565569
2987 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565570
2989 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565571
2964 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565599
2966 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565600
2968 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565629
2972 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565630
2976 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565659
2978 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565660
2980 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565661
2982 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565662

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2984 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565663
2986 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565664
2988 TERRELL COVE LN	LEAGUE CITY TX 77573	23-AUG-2012	565665
1413 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565749
1415 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565750
1417 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565751
1419 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565752
1421 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565753
1423 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565754
1425 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565755
1427 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565756
1429 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565757
1414 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565758
1416 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565759
1418 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565760
1432 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565761
1434 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565762
1436 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565763
1438 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565764
2946 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565211
2948 HAWKINS CREEK LN	LEAGUE CITY TX 77573	22-AUG-2012	565212
1422 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565301
1418 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565302
1416 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565303
1414 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565304
1412 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565305
1410 BENBROOKS OAKS LN	LEAGUE CITY TX 77573	22-AUG-2012	565306
2941 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565329



BACU1090  
Date 27-AUG-2012

Texas New Mexico Power Company  
New Premise Turn-Ons  
577 N Garden Ridge Blvd  
Lewisville, Texas 75067  
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
2943 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565330
2945 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565331
2951 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565332
2953 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565333
2955 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565334
2952 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565361
2946 BUFFALO SPRINGS LN	LEAGUE CITY TX 77573	22-AUG-2012	565362
1414 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565363
1416 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565364
1418 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565365
1417 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565366
1415 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565367
1413 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565368
1411 BONHAM PINES LN	LEAGUE CITY TX 77573	22-AUG-2012	565369
2975 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565060
2977 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565061
2979 AUSTIN BREEZE LN	LEAGUE CITY TX 77573	21-AUG-2012	565062
1411 RAVENS SPRINGS LN	LEAGUE CITY TX 77573	23-AUG-2012	565690



STACY WHITEHURST  
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED  
SEP 07 2012

577 N. Garden Ridge Blvd  
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

September 5, 2012

Honorable Judge Mark Henry  
722 Moody  
Galveston, Texas 77550  
Galveston County

Honorable Judge Henry

As required in House Bill 3059, Section 366 005, Texas-New Mexico Power Company is providing new utility service connections for counties you represent

Any questions please contact Sara Walters at 469-484-8587

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst", with a stylized, cursive script.

Stacy R. Whitehurst

SRW/sw  
Enclosure

cc Sara Walters

Texas New Mexico Power Company  
New Premise Turn-Ons  
577 N Garden Ridge Blvd  
Lewisville, Texas 75067  
Phone 972-420-4189

County GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1308 FOREST COVE CT	DICKINSON TX 77539	31-AUG-2012	566529
7806 BIG OAK DR	TEXAS CITY TX 77591	29-AUG-2012	566320
11385 STROM RD	DICKINSON TX 77539	29-AUG-2012	566349
403 SAWYER GULLY CT	DICKINSON TX 77539	29-AUG-2012	566350
3300 BORDEN GULLY DR	DICKINSON TX 77539	29-AUG-2012	566379

AGENDA

ITEM

#4

## Contract for Election Services

*[Joint Elections - November Even Numbered Years]*

**This Contract** is made and entered into this 13 day of August, 2012 by and between Hon Dwight D Sullivan, County Clerk and County Election Officer for Galveston County( "Contracting Officer") and Dr.Vonderau on behalf of High Island Independent School ("Contracting Authority")  
District

**This Contract** is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit  
Purpose of Election Board of Trustees Election for High Island I.S.D.

**NOVEMBER 6, 2012**  
**Election Date**

**DECEMBER 15, 2012**  
**Runoff Election Date**

### ***1. Duties and Services of the Contracting Officer.***

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election

1 1 Program, or arrange to have programmed, the ballot  
[Cost Based upon the number of contests on the ballot See attached Fee Schedule]

1 2 Arrange to have published the legal notices of the testing of the electronic tabulating equipment as provided in Texas Election Code §127 096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127 096-127 098 and §§ 129 021-129 023 The first test shall be conducted at least five days prior to the election In addition, it will be performed during normal business hours and be open to the public The Contracting Officer proposes conducting the first text no later than **Thursday, September 20, 2012**  
[Cost The cost for publishing the notice will be split equally between all the parties involved with said joint election See attached Fee Schedule]

1 3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure  
[Cost Included in the 10% election fee]

1 4 On behalf of the Contracting Authority, obtain voter registration lists from the Voter Registrar to be used during Early Voting and on Election Day Since this is a joint countywide vote center election with the county of Galveston all partners to this agreement shall use electronic poll books  
[See Section 2 3 below]

For additional Duties of the Contacting Officer see the table below

## **2. Duties and Services of the Contracting Authority.**

The Contracting Authority will be responsible for performing the duties and services set forth in this section

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day [See section 1.4 above]

2.4 In accordance with Texas Election Code §85.005 establish uniform voting days and hours that conform to the dates and times the County of Galveston is conducting its general election. The Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding a joint election with the County in order to ensure uniform election hours county-wide

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day **[August 27, 2012]**

2.6 If the Contracting Authority desires to have an additional polling location(s) to those selected by the Contracting Officer for the General Election, the Contracting Authority will submit a list of said locations to the Contracting Officer no later than **August 1, 2012**. Upon notification by the Contracting Authority, the Contracting Officer shall conduct a site inspection of the location to ensure that they comply with Americans with Disabilities Act (ADA) accessibility requirements and that they also have adequate Verizon MiFi Internet access. By **September 4, 2012**, the Contracting Officer will share with the Contracting Authority the results of the site inspection and inform same of any adjustments that may be required in order to utilize the location(s) selected by the Contracting Authority [See section 2.16 below]

In the event that polling locations within the Contracting Authority's jurisdiction are moved, it will be the responsibility of the Contracting Authority to comply with §43.062 of the Texas Election Code that requires voters be notified of the new location by placing a notice at the old polling location telling the voters of the nearest new polling location

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 27, 2012**. All language on the ballot must be provided in both English and Spanish

2.8 Return to the Contracting Officer, by **5 p.m. on SEPTEMBER 18, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. This will be a joint countywide vote center election which allows a prospective voter the ability to vote at any of the County's election day polling places. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30<sup>th</sup> day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Since this will be a countywide vote center election in which numerous entities will be involved, the Contracting Authority may appoint one person to serve on the Signature Verification Committee/Early Voting Ballot Board. The same person, or another representative, may also be appointed to serve on the Ballot Resolution Board. If the Contracting Authority makes such an appointment(s) they shall provide the Contracting Officer with contact information for each of these individuals in writing by no later than Friday, **October 12, 2012**. [See <http://www.galvestonvotes.org/Resources/WhatHappensElectionDay.html> for a summary of the duties of the various boards]

2.14 Pay a \$100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

In addition, the contracting Authority will split equally with the Contracting Officer all the other costs for each Early Voting and Election Day polling place located within its jurisdiction. If the Contracting Authority desires to have an additional polling location located within its jurisdiction, they will be charged the \$100 fee noted above and 100% of the costs associated with the additional polling location(s) (e.g., equipment, election kit, poll worker costs, etc.).

2.15 Pursuant to the provisions of the Help America Vote Act of 2002 [HAVA], provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff a polling location, the Contracting Authority may not impose this duty on

Contracting Officer But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

2.16 All polling locations used during this election cycle shall comply with the Americans with Disabilities (ADA) accessibility requirements. If there is a shortage of ADA compliant voting locations, remedies shall be found to allow handicapped/disabled persons to cast their vote. In addition, since it is critical to record in real time those people who have cast their ballots, Internet access for the electronic poll books is required. All the polling locations must be accessible to the Internet through our Verizon MiFi units. ADA compliance and Internet connectivity shall be verified by the Contracting Officer prior to any new voting location being added to the list of polling places.

**Special Provision: Bilingual Poll Worker Requirements.** Galveston County was a party in Civil Action No. 3:07-cv-377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division." It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) (Section 4(f)(4)) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 42 U.S.C. §1973(b)(4), and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA, and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

**Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.**

**Cancellation of Contract:** Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer by email or other written form of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but the Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation.



### Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

*[Some of the choices have been preselected because they are required in this Joint Countywide Vote Center Election]*

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [ <b>Cost:</b> \$50 per kit - <i>To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction</i> ]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [ <b>Cost:</b> Overtime for staff and part time workers hired to provide this service will be evenly split between ALL the entities participating in this joint election.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [ <b>Cost:</b> \$250 per eSlate or JBC and \$300 per DAU eSlate - <i>To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction</i> ]
<input type="checkbox"/>	<input type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [ <b>Cost:</b> \$100 delivery per location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [ <b>Cost:</b> Determined by the number of contests on the entity's ballot <i>[not the entire combined ballot]</i> \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night</p> <p><b>[Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est max \$350) These costs are to be shared evenly between all the parties that participate in this joint countywide vote center election ]</b></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election</p> <p><b>[Cost: Included in the 10% election fee]</b></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 5 30 p m</p> <p><b>[Cost: \$25 per trainee attending the four hour sessions For trainees working at locations added by the Contracting Authority the cost will be \$50 each]</b></p>
<p>In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training unless they have attended similar county-provided election training within 90 days prior to the election. The failure of a clerk to attend training will not necessarily preclude them from serving, but they will be paid at a reduced rate of pay (\$8 per hours versus \$10 per hour) because they have not participated in said training</p>		
<input type="checkbox"/> <b>Waive Evening Training</b>	<input type="checkbox"/> <b>Choose Evening Training</b>	<p><i>Waiver of evening training</i> The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Waive Evening Training box the Contracting Authority is restricting its workers to training conducted during normal business hours</p>
<input checked="" type="checkbox"/> <b>Use ePollBooks</b>	<input type="checkbox"/> <b>Use Paper Poll Books</b>	<p><i>ePollBooks</i> For countywide vote center elections the county will be using electronic poll books at each location. At high volume polling places two may be used (at the Contracting Officer's Option)</p> <p><b>[Cost: \$50 each at locations selected by the Contracting Officer and \$100 each at polling places added by the Contracting Authority ]</b></p>
<input type="checkbox"/> <b>Add Additional Polling Locations</b>	<input type="checkbox"/> <b>Decline adding more polling locations</b>	<p>The Contracting Authority may add additional polling locations within its jurisdiction, if the Contracting Officer and Commissioners' Court approve. In doing so, the Contracting Authority understands that it will be responsible for 100% of the costs for said location and the location must conform to ADA standards and have Internet connectivity</p>

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/> <b>Contracting Authority to Hire Judges, Alternate Judges and Clerks</b>	<input type="checkbox"/> <b>Contracting Officer to Hire Judges, Alternate Judges and Clerks</b>	<p>Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election.</p> <p><b>[Cost:</b> Base cost of \$10 per hour per worker. If the person is serving more than 40 hours during a normal county work week (from Thursday through Wednesday) they will be paid \$15 per hour for every hour over 40 hours during said week. This normally only happens if the person is serving during Early Voting. The cost for paying workers will be split 50/50 for polling locations designated by the Contracting Officer. 100% of the cost will be charged for locations added by the Contracting Authority.]</p> <p><b>NOTE:</b> If the Contracting Authority is hiring the judges, alternate Judges and clerks the Judges and Alternate Judges shall be required to attend training. They will also need to be selected based upon §§ 32.002 (c) TEC.</p>
<p>If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]</p>		
<p>The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$ 25 per ballot. For this election cycle, the Contracting Officer will handle ballot by mail requests. Our cost for each ballot by mail is \$1.60 per mail ballot (not including printing). The Contracting Authority will be charged for each ballot by mail as follows: # of ballots by mail sent to precincts within their jurisdiction divided by two.</p>		
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>	<p>The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment. The actual cost associated with publishing said notice divided by the number of jurisdictions included in the notice.</p> <p>[e.g., In the May 2011 election the cost was \$1026.74 / 13 = \$78.98]</p>

Contracting Authority to Perform	Contracting Officer to perform	Service
	Applicable only if the election is cancelled more than 48 hours after the candidate filing deadline	Cancellation Fee If the Contracting Authority cancels its election and notifies the Contracting Officer in writing within forty-eight hours after its candidates filing deadline there will be no cancellation charge If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation
<input checked="" type="checkbox"/>	Reimbursable Fee to be paid to the Contracting Officer	Fees charged by the facilities used will be passed on to the entity No additional fees will be charged
<input checked="" type="checkbox"/>	Reimbursable Cost to be paid to the Contracting Officer	<i>After normal business hours use of County employees during the election cycle will be billed to the entities</i> Regular pay plus overtime for each employee Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services
<input checked="" type="checkbox"/>		Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession

### **3. Compensation, Billing, and Payment.**

Pursuant to Texas Election Code §31.100 the fees noted above and throughout this contract are the actual expenses incurred by Contracting Officer in providing the various services contained herein

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties As noted in paragraph 2 14, the Contracting Authority shall pay \$100 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week

In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph

In addition to the fees noted in this contract, the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act

#### **4. Voting System.**

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract

#### **5. Authorized Representatives.**

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, the Contracting Authority's Authorized Representative for all purposes of this Contract is

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In the case of a Joint election involving multiple local entities, the Contracting Authority makes known that \_\_\_\_\_ will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

#### **6. General Provisions.**

As specified in Texas Election Code §31.096 this Contract may not change

(1) the authority with whom applications of candidates for a place on a ballot are filed,

(2) the authority with whom documents are filed under Texas Election Code §251.001 et seq, or

(3) the authority to serve as custodian of voted ballots or other election records

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor

**7. WAIVER OF DAMAGES.** The parties acknowledge that the Hart Intercivic 6 1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

***Contracting Officer:***

Dwight Sullivan, County Clerk  
Attention: William Sargent, Chief Deputy Clerk for Elections  
Galveston County Justice Center  
600 59th Street, Suite 2001  
Galveston, TX 77551-4180  
409-770-6005  
Email: William.Sargent@co.galveston.tx.us

***Contracting Authority:***

Dr. D'Ann Vonderau /Superintendent  
High Island Independent School District  
PO BOX 246  
2113 6th Street/ High Island, Texas 77623  
Phone 409-286-5317

Email dvonderau@esc5.net


Alternate email: kreho@esc5.net

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

***The Rest of This Page has Intentionally Been Left Blank.***

Executed this 18th day of September, 20 12

**Contracting Officer**

  
Dwight D. Sullivan

**Contracting Authority:**

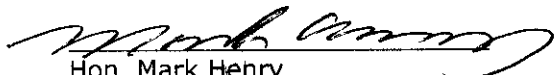
High Island I.S.D.

Name Dr. D'Ann Vonderau / Superintendent

☐ City Manager      ☐ Mayor  
☒ Superintendent      ☐ President  
☐ Chair County Executive Committee  
☐ City Secretary      ☐ Other

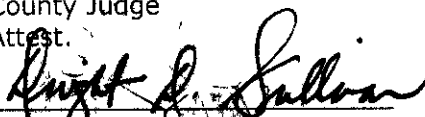
**Received and Filed:**

Galveston County



Hon. Mark Henry  
County Judge

Attest.

  
Dwight D. Sullivan  
County Clerk

Date 9/18/12

Date Copy of Agreement Furnished  
to County Treasurer. \_\_\_\_\_

Date Copy of Agreement Furnished  
to County Auditor. \_\_\_\_\_



AGENDA

ITEM

#5



**Galveston County  
Legal Department**

COUNTY COURTHOUSE  
722 MOODY 5th FLOOR  
GALVESTON, TEXAS 77550-2317

RECEIVED  
SEP 06 2012

Galveston  
Line  
(409) 770-5562

Houston Line  
(281) 316-8300

Fax Line  
(409) 770-5560

**HARVEY BAZAMAN**

Donald Glywasky  
Barry C Willey  
Myrna S Reingold

September 5, 2012

**GALVESTON COUNTY JUDGE**

Hon Mark Henry  
Hon County Commissioners Court  
Galveston County Courthouse  
Galveston, Texas 77550

Re Claim for Damages  
Claimant Mr Joe Willis  
Date of Loss August 23, 2012  
Amount \$1,123.92

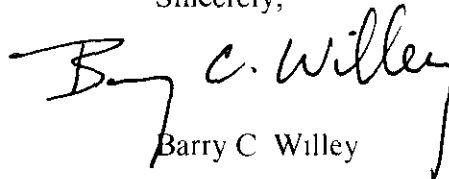
Gentlemen

This is to inform you that a full and final settlement of the above referenced claim has been made

The facts underlying this claim are that on or about the above referenced date claimant's vehicle was damaged in a minor auto incident by a Galveston County Sheriff's Department vehicle. The settlement amount represents the full amount of property damages of \$908.99 and \$214.93 for loss of use. There are no personal injuries claims pending in this matter.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call

Sincerely,

  
Barry C Willey

BCW/mfa  
cc Sheriff Freddie Poor

AGENDA

ITEM

#6



## Galveston County Legal Department

COUNTY COURTHOUSE  
722 MOODY 5th FLOOR  
GALVESTON, TEXAS 77550-2317

Galveston  
Line  
(409) 770-5562

Houston Line  
(281) 316-8300

Fax Line  
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky  
Barry C Willey  
Myrna S Reingold

September 7, 2012

Hon Mark Henry  
Hon County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

Re Claim for Damages  
Claimant Ms Rita Welch  
Date of Loss August 31, 2012  
Amount \$289 31

Gentlemen

This is to inform you that a full and final settlement of the above referenced claim has been made

The facts underlying this claim are that on or about the above referenced date claimant's vehicle was damaged by flying debris thrown from a mower being operated by a Galveston County Road and Bridge Department employee while mowing in the area near claimants home. The settlement amount represents the full amount of property damages of \$289 31. There are no personal injuries claims pending in this matter.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call

Sincerely,

A handwritten signature in black ink that reads "Barry C Willey".

Barry C Willey

BCW/mfa

cc Mr Layne Harding, Road and Bridge Administrator

# AGENDA ITEM

*#7*



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B122029, Substance Abuse Treatment Services**

Gentlemen,

The Community Supervision and Corrections Board met and approved awarding a contract with the providers listed below for substance abuse services associated with RFP #B122029, Substance Abuse Treatment Services

- ADA Women's Center
- Biazos Place
- Gulf Coast Center
- Pathway to Recovery
- Santa Maria Hostel

According to the Texas Government Code, Chapter 76, Section 76.002, the department director, among other itemized duties in Section 76.004, is responsible for "negotiating and entering into contracts on behalf of the department "

By consent, the Commissioners Court agrees with the provisions as stated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

GALVESTON COUNTY

2516 TEXAS AVENUE ~ TEXAS CITY, TEXAS 77590  
409-770-5808

FAX 409-770-5889

Janis Bane, Director



Dan Moore, Deputy Director

August 28, 2012

Mr. Rufus Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550

Dear Mr. Crowder,

The Galveston County Community Supervision and Corrections Department has completed the process for selecting contract providers for substance abuse services for FY 2013-2014. The contracts are in effect beginning September 1, 2012. The providers selected from the RFP process are listed below:

ADA Women's Center,  
Brazos Place,  
Gulf Coast Center,  
Pathway to Recovery, and,  
Santa Maria Hostel

According to the Texas Government Code, Chapter 76, Section 76.002, "each judicial district and the statutory county court judges trying criminal cases shall establish a community supervision and corrections department and approve the department's budget and community justice plan." Furthermore, Section 76.004 describes the judges' responsibility to appoint a department director. The department director, among other itemized duties in Section 76.004, is responsible for "negotiating and entering into contracts on behalf of the department."

Thank you for your assistance in the RFP process. A signed copy of each contract is attached.

Sincerely,

Janis Bane, Director  
123 Rosenberg  
Galveston, Texas 77550

Sincerely,

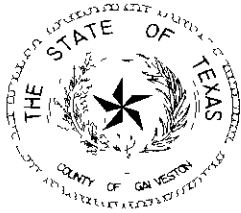
Honorable John Ellis, Administrative Judge  
600 59<sup>th</sup> Street  
Galveston, Texas 77550

**Galveston County**  
**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**  
**Request For Proposal Evaluation**  
**Service Providers - 2012**

Criteria	Service Provider				
	ADA	Brazos Place	Gulf Coast Center	Pathway	Santa Maria
Maximum 25 Points Proposed price per unit	20	25	20	25	20
Maximum 15 Points RFP Completion	15	15	15	15	15
Maximum 15 Points Qualifications	15	15	15	15	15
Maximum 15 Points Previous 5-year accomplishments	15	15	15	15	15
Maximum 15 Points Evaluation and monitoring procedures	15	15	15	15	15
Maximum 15 Points Other factors: locations; hours; referral acceptance	15	15	15	15	15
<b>TOTAL SCORE</b>	95	100	95	100	95

Santa Maria specializes in women with children and include women with co-occurring disorders





# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/7/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	ADA Womens Center				
Contract End Date	8/31/2014	Vendor No	403203	Contract No			
Description	Substance Abuse Treatment Services						
Contract # Issued By Purchasing		CM12277		Requested Legal Review		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

B.0 - B122029

Approved By	Date	Signature
Department Head	9-7-12	
Purchasing Agent	9-7-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office		9/12/2012
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**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR GALVESTON COUNTY  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Galveston County Community Supervision and Corrections Department ("DEPARTMENT") and

A D A Women's Center ("VENDOR")

201 1<sup>st</sup> Street

Galveston, Texas 77550

as of the 1st day of September, 2012

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein

Term This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2014, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one (1) year (with such changes as to which VENDOR shall agree), upon giving the VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term

**ARTICLE I**

**RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program VENDOR agrees to the following rates for substance abuse services

Intensive Residential	\$74.00 per day for up to fourteen (14) days
Regular Residential	\$36.00 per day

These rates shall be in effect during the initial and any renewal term of this agreement

1 2 Substance Abuse Treatment Services Minimum Requirements The VENDOR shall, in accordance with the terms of this AGREEMENT comply with all of the minimum requirements of substance abuse treatment services listed in the RFP issued prior to this AGREEMENT and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided

### **Screening**

Written policies and procedures shall ensure the following

- a Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent
- b Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under DSHS Substance Abuse Related Rules
- c The instruments used for a client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE)
- d Persons who meet the following criteria must bypass the screening process
  - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances,
  - (2) The offender has submitted positive urine specimens,
  - (3) The offender has previously attended an outpatient or inpatient substance abuse program, or
  - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed

### **Assessment**

Written policies and procedures shall ensure the following

- a Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview
- b The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency
- c The assessor must determine and document an appropriate referral or document why a referral is not necessary
- d The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor intern, or a person otherwise exempt under DSHS Substance Abuse Related Rules

1 3 Operational Plan The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited

1 4 DSHS Licensure A DSHS facility license (as applicable) for Detoxification, Intensive Residential, Outpatient and/or Intensive Outpatient status pursuant to the DSHS Substance Abuse Related Rules, and all subsequent revisions, has been secured and will be maintained during the term hereof Individuals contracting with the DEPARTMENT must maintain appropriate licensure under

current DSHS Substance Abuse Related Rules and subsequent revisions **VENDOR must notify DEPARTMENT within 48 hours of all DSHS licensure violations, including pending allegations.**

**1.5 Performance Measures** The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

**Strategy 1:** Develop an individualized treatment plan that addresses the needs of each individual served.

**Measures** One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment.

**Adjustment** Residential Treatment – For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client.

**Strategy 2:** Defendant's progress on individualized treatment plans will be documented.

**Measures** One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives.

**Adjustment** For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

**Strategy 3** Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

**Measures** One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge.

**Adjustment** The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge.

**1.6 Negotiation** The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1 7 Diagnosis In its treatment of Defendants, VENDOR shall

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR,
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances, and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities

1 8 Participation In order to ensure maximum participation of Defendants in its program, VENDOR shall

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures,
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives, and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant

1 9 Discharge The discharge of any Defendant shall be made in accordance with the following

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge, and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof

1 10 Referrals The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1 11 Court Testimony VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1 12 Policies and Procedures The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in

writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Texas Department of State Health Services (DSHS) Substance Abuse Related Rules.

1.14 DEPARTMENT Approvals Required Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

- a) Detoxification Services exceeding three (3) days,
- b) Intensive Residential Services exceeding thirty (30) days,
- c) Outpatient Services performed beyond one hundred eighty (180) days from the initial intake.

1.15 Coordination with DEPARTMENT VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants,
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program,
- c) Participate in meetings as the DEPARTMENT directs,
- (d) Provide training for DEPARTMENT regarding substance abuse issues, and
- e) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant or Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services

DSHS – means the Texas Department of State Health Services, formerly known as TCADA, as presently or hereafter constituted

DSHS Substance Abuse Related Rules – means the rules as adopted by and listed in the current DSHS Substance Abuse Related Rules, and subsequent revisions

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar

Facility - means the DSHS licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12 00 midnight, which number shall not include any Defendants who were previously removed on that day Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR

Payment to VENDOR - means the mathematical product of the following (a) Resident Defendants at non-CCFs the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month, (b) Outpatient Defendants the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system)

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable

TAIP - means Treatment Alternative To Incarceration Program

Term - means the duration of this AGREEMENT as specified in Article I

VENDOR - means "Name of provider "

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following

2.1 Legal Status VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein, or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein, (2) is duly qualified to conduct business in the State of Texas, and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted

2.2 Authorization The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due



execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms

2.3 Taxes VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings

2.4 No Child Support Owning In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate

2.5 Use of Payments No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth in Appendix 1. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services

2.6 Non-Discrimination In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor

2.7 Non-Collusion VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee

### **ARTICLE III GENERAL CONDITIONS**

3.1 Safety Requirements VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and DSHS Substance Abuse Related Rules and subsequent revisions, as applicable

3.2 Health and Safety VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services

3.3 Staff Training VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented

3.4 Duties and Obligations VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder

3.5 Visitation by State Employees VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR

3.6 No Subcontractors No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval

3.7 Placement of Defendants DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement

3.8 Confidentiality When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative

3.9 Termination at Will Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation

3.10 Record Retention All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification. If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT

## **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4 1 Administrative Controls VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT

4 2 Governing Board Responsibility The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements

4 3 Conflict of Interest VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member

4 4 Remuneration Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals

4 5 Audits VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports

4 6 Disclosure VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305,
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i e , an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder

4 7 Withhold Payments The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT

4 8 Accounting Records VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles

4 9 Payments to VENDOR VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice

4 10 Discharges for Defendant Absence Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return

4 11 Residential Services Billed According to Midnight Strength Rule Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report

4 12 Peer or Group-Controlled Meetings The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein

4 13 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards

4 14 TDCJ-CJAD Residential Services Standards VENDORS contracting with the DEPARTMENT for either Intensive or Supportive Residential Services must comply with the TDCJ-CJAD Residential Services Standards

4 15 Specific Measures All terms of this AGREEMENT are subject to monitoring and verification, however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1 5 herein, or refund DEPARTMENT the specified adjustments

4 16 Equipment Title to any equipment purchased in excess of \$1,000 00 per unit cost (e g , keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ

4 17 Misspent Funds The **VENDOR** will refund expenditures of the **VENDOR** that are contrary to this **AGREEMENT** and deemed inappropriate by the **DEPARTMENT** or designee

4 18 Other Revenues for Additional Services **VENDOR** may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A

4 19 Other Revenue for Proposed Services As per Government Code Section 76 017 (e), services provided to an offender referred under **TAIP** are billable only if no other public or private funds are available to that offender The prices quoted in this **AGREEMENT** are the full cost of treatment Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this **AGREEMENT** must be used to reduce cost per unit of service per offender under this **AGREEMENT**

## **ARTICLE V DEFAULT AND TERMINATION**

5 1 Default by **VENDOR** Each of the following shall constitute an Event of Default on the part of **VENDOR**

- a A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of **VENDOR** written notification thereof,
- b A failure to maintain **DSHS Substance Abuse Related Rules** and subsequent revisions in accordance with Sections 1 4 and 1 13 hereof,
- c (1) Admit in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing, or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy, and
- d The discovery by **DEPARTMENT** that any statement, representation of warranty in this **AGREEMENT** is false, misleading, or erroneous in any material respect

5 2 Remedy of **DEPARTMENT** Upon the occurrence of an Event of Default by **VENDOR**, **DEPARTMENT** shall notify **VENDOR** of such Event of Default, and subject to the time provisions of Section 5 1 hereof, **DEPARTMENT** shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants, (b) suspend payment, (c) taking action to cure the Event of Default, in which case **DEPARTMENT** may offset against any Payments owed to **VENDOR** all reasonable costs incurred by **DEPARTMENT** in connection with its efforts to cure such Event of Default, and (d) termination and removal of **VENDOR** as provider of

Services In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services

5.3 Default by DEPARTMENT The following shall constitute an Event of Default on the part of DEPARTMENT failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority

5.4 Remedy of VENDOR Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination

5.5 AGREEMENT Subject to Availability of Funds This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination

**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

6 1 Insurance VENDOR shall provide an adequate plan of insurance that provides (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR, (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR, and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s) VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following

- A Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for
- 1 Claims under workers compensation disability benefits, and other similar employee benefit actions,
  - 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees,
  - 3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees,
  - 4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person,
  - 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
  - 6 Claims for damages based on violations of civil rights,
  - 7 Claims for damages arising from fire and lightning and other casualties
- B VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property
- C Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein

D Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions



6 2 Indemnification VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## **ARTICLE VII INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F I C A , and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8 1 Inconsistencies Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8 2 Severability Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8 3 Prohibition Against Assignment There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8 4 Law of Texas This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered

8 5 Notices All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid

8 6 Entire This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein

8 7 Amendment No changes to this AGREEMENT shall be made except upon written agreement of both parties

8 8 Headings The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof

8 9 Counterparts This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

8 10 Terminology and Definitions All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders, the singular shall include the plural and the plural shall include the singular

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in Galveston County, Texas by

DEPARTMENT Galveston County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY James Lane

TITLE Director

DATE 5-28-12

ASA Women's Center  
VENDOR Ellen Hauley

BY Ellen Hauley

TITLE Executive Director

DATE 7/28/12

## **APPENDIX ONE**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities,

Alcoholic beverages,

Bad debts,

Building and Land purchase, rental purchase, lease purchase, renovation,

Cash payments to intended recipients of Services,

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program Such items may be charged to the program only through an approved depreciation methodology

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs,

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services,

Fines and Penalties,

Firearm, Firearm Components, and Ammunition,

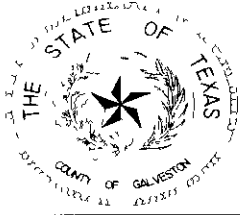
Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only),

Legislative expenses for payment to any elected official from funds received from the CSCD,

Lobbying,

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD, and

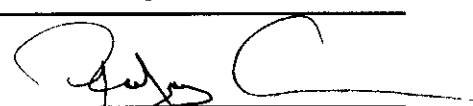

Tobacco Products




# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/7/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	BRAZOS Place				
Contract End Date	8/31/2014	Vendor No	432175	Contract No			
Description	Substance Abuse Treatment Services						
Contract # Issued By Purchasing		Cmi 2278		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

BID - B122029

	Approved By	Date	Signature
Department Head		9-7-12	
Purchasing Agent		9-7-12	
County Legal			

Contract listed in Budget Documentation (Yes/No)

County Budget Office		9/12/12
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**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR GALVESTON COUNTY  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Galveston County Community Supervision and Corrections Department ("DEPARTMENT") and

**Brazos Place** ("VENDOR")

1103 N Avenue H

Freeport, Texas 77541

as of the 1st day of September, 2012

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein

Term This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2014, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one (1) year (with such changes as to which VENDOR shall agree), upon giving the VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services

Intensive Residential	\$59.00 per day
Outpatient Group	\$11.00 per hour
Outpatient Individual	\$32.00 per hour

These rates shall be in effect during the initial and any renewal term of this agreement

1 2 Substance Abuse Treatment Services Minimum Requirements The VENDOR shall, in accordance with the terms of this AGREEMENT comply with all of the minimum requirements of substance abuse treatment services listed in the RFP issued prior to this AGREEMENT and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided

### **Screening**

Written policies and procedures shall ensure the following

- a Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent
- b Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under DSHS Substance Abuse Related Rules
- c The instruments used for a client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE)
- d Persons who meet the following criteria must bypass the screening process
  - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances,
  - (2) The offender has submitted positive urine specimens,
  - (3) The offender has previously attended an outpatient or inpatient substance abuse program, or
  - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed

### **Assessment**

Written policies and procedures shall ensure the following

- a Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview
- b The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency
- c The assessor must determine and document an appropriate referral or document why a referral is not necessary
- d The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor intern, or a person otherwise exempt under DSHS Substance Abuse Related Rules

1 3 Operational Plan The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited

1 4 DSHS Licensure A DSHS facility license (as applicable) for Detoxification, Intensive Residential, Outpatient and/or Intensive Outpatient status pursuant to the DSHS Substance Abuse Related Rules, and all subsequent revisions, has been secured and will be maintained during the term hereof Individuals contracting with the DEPARTMENT must maintain appropriate licensure under

current DSHS Substance Abuse Related Rules and subsequent revisions **VENDOR must notify DEPARTMENT within 48 hours of all DSHS licensure violations, including pending allegations.**

**1.5 Performance Measures** The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

- Strategy 1:** Develop an individualized treatment plan that addresses the needs of each individual served
- Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment
- Adjustment: Residential Treatment – For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client
- Strategy 2:** Defendant's progress on individualized treatment plans will be documented
- Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives
- Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file
- Strategy 3:** Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT
- Measures: One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge
- Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge

**1.6 Negotiation.** The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.



1 7 Diagnosis In its treatment of Defendants, VENDOR shall

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR,
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances, and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities

1 8 Participation In order to ensure maximum participation of Defendants in its program, VENDOR shall

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures,
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives; and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant

1 9 Discharge The discharge of any Defendant shall be made in accordance with the following

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge, and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof

1 10 Referrals The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan

1 11 Court Testimony VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT

1 12 Policies and Procedures The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in

writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Texas Department of State Health Services (DSHS) Substance Abuse Related Rules.

1.14 DEPARTMENT Approvals Required Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

- a) Detoxification Services exceeding three (3) days,
- b) Intensive Residential Services exceeding thirty (30) days,
- c) Outpatient Services performed beyond one hundred eighty (180) days from the initial intake.

1.15 Coordination with DEPARTMENT VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants,
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program,
- c) Participate in meetings as the DEPARTMENT directs,
- d) Provide training for DEPARTMENT regarding substance abuse issues, and
- e) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant or Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services

DSHS – means the Texas Department of State Health Services, formerly known as TCADA, as presently or hereafter constituted

DSHS Substance Abuse Related Rules – means the rules as adopted by and listed in the current DSHS Substance Abuse Related Rules, and subsequent revisions

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar

Facility - means the DSHS licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR

Payment to VENDOR - means the mathematical product of the following (a) Resident Defendants at non-CCFs the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month, (b) Outpatient Defendants the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system)

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

TAIP - means Treatment Alternative To Incarceration Program

Term - means the duration of this AGREEMENT as specified in Article I

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following

2.1 Legal Status VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein, or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein, (2) is duly qualified to conduct business in the State of Texas, and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted

2.2 Authorization The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due

execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms

2.3 Taxes VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings

2.4 No Child Support Owed In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate

2.5 Use of Payments No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Appendix 1. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services

2.6 Non-Discrimination In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee

### **ARTICLE III GENERAL CONDITIONS**

3.1 Safety Requirements VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and DSHS Substance Abuse Related Rules and subsequent revisions, as applicable

3.2 Health and Safety VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services

3.3 Staff Training VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented

3.4 Duties and Obligations VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder

3.5 Visitation by State Employees VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR

3.6 No Subcontractors No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval

3.7 Placement of Defendants DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement

3.8 Confidentiality When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative

3.9 Termination at Will Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation

3.10 Record Retention All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification. If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT

## ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4 1 Administrative Controls VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT

4 2 Governing Board Responsibility The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements

4 3 Conflict of Interest VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member

4 4 Remuneration Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals

4 5 Audits VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports

4 6 Disclosure VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305,
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder

4 7 Withhold Payments The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT

4 8 Accounting Records VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles

4.9 Payments to VENDOR VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice.

4 10 Discharges for Defendant Absence Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4 11 Residential Services Billed According to Midnight Strength Rule Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report

4 12 Peer or Group-Controlled Meetings The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein

4 13 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4 14 TDCJ-CJAD Residential Services Standards VENDORS contracting with the DEPARTMENT for either Intensive or Supportive Residential Services must comply with the TDCJ-CJAD Residential Services Standards

4 15 Specific Measures All terms of this AGREEMENT are subject to monitoring and verification, however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1 5 herein, or refund DEPARTMENT the specified adjustments

4 16 Equipment Title to any equipment purchased in excess of \$1,000 00 per unit cost (e.g , keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ



4 17 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee

4 18 Other Revenues for Additional Services VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A

4 19 Other Revenue for Proposed Services As per Government Code Section 76 017 (e), services provided to an offender referred under TAIP are billable only if no other public or private funds are available to that offender The prices quoted in this AGREEMENT are the full cost of treatment Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT

## **ARTICLE V DEFAULT AND TERMINATION**

5 1 Default by VENDOR Each of the following shall constitute an Event of Default on the part of VENDOR

- a A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR written notification thereof,
- b A failure to maintain DSHS Substance Abuse Related Rules and subsequent revisions in accordance with Sections 1 4 and 1 13 hereof,
- c (1) Admit in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing, or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy, and
- d The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect

5 2 Remedy of DEPARTMENT Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5 1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants, (b) suspend payment, (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default, and (d) termination and removal of VENDOR as provider of

Services In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services

5.3 Default by DEPARTMENT The following shall constitute an Event of Default on the part of DEPARTMENT failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority

5.4 Remedy of VENDOR Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination

5.5 AGREEMENT Subject to Availability of Funds This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination

## ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR, (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR, and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following

- A Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for.
  - 1 Claims under workers compensation disability benefits, and other similar employee benefit actions,
  - 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees,
  - 3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees,
  - 4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person,
  - 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
  - 6 Claims for damages based on violations of civil rights,
  - 7 Claims for damages arising from fire and lightning and other casualties
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property
- C Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein
- D Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions

6.2 Indemnification VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## **ARTICLE VII INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8.1 Inconsistencies Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8 4 Law of Texas This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered

8 5 Notices All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid

8 6 Entire This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein

8 7 Amendment No changes to this AGREEMENT shall be made except upon written agreement of both parties

8 8 Headings The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof

8 9 Counterparts This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

8 10 Terminology and Definitions All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders, the singular shall include the plural and the plural shall include the singular

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in Galveston County, Texas by

DEPARTMENT Galveston County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY James Bame

TITLE Director

DATE 8-28-12

dba: BRAZOS Place  
VENDOR BRAZORIA Co Alcoholic Recovery Center, INC

BY Linda Dueckter

TITLE Chief Executive Officer

DATE 8-28-12

## **APPENDIX ONE**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities,

Alcoholic beverages;

Bad debts,

Building and Land purchase, rental purchase, lease purchase, renovation,

Cash payments to intended recipients of Services,

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program Such items may be charged to the program only through an approved depreciation methodology

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs,

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services,

Fines and Penalties,

Firearm, Firearm Components, and Ammunition,

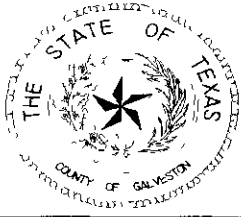
Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only),

Legislative expenses for payment to any elected official from funds received from the CSCD,

Lobbying,

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD, and



Tobacco Products



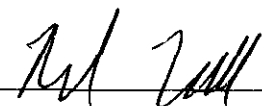
**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**  
**Contract Approval Request**

Date of Request	9/7/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	Gulf Coast Center				
Contract End Date	8/31/2014	Vendor No	400782	Contract No			
Description	Substance Abuse Treatment Services						
Contract # Issued By Purchasing		CM 12279		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-		-		-	-
Total Cost							

B10 - B122029

Approved By	Date	Signature
Department Head	9-7-12	
Purchasing Agent	9-7-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office		9/12/2012
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**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR GALVESTON COUNTY  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Galveston County Community Supervision and Corrections Department ("DEPARTMENT") and

Gulf Coast Center ("VENDOR")

123 Rosenberg, 6<sup>th</sup> Floor

Galveston, Texas 77550

as of the 1st day of September, 2012

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein

Term This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2014, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one (1) year (with such changes as to which VENDOR shall agree), upon giving the VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program VENDOR agrees to the following rates for substance abuse services:

ASI Assessment	\$50.00 each
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These rates shall be in effect during the initial and any renewal term of this agreement

1 2 Substance Abuse Treatment Services Minimum Requirements The VENDOR shall, in accordance with the terms of this AGREEMENT comply with all of the minimum requirements of substance abuse treatment services listed in the RFP issued prior to this AGREEMENT and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided

### **Screening**

Written policies and procedures shall ensure the following

- a Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent
- b Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under DSHS Substance Abuse Related Rules
- c The instruments used for a client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE).
- d Persons who meet the following criteria must bypass the screening process
  - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances,
  - (2) The offender has submitted positive urine specimens,
  - (3) The offender has previously attended an outpatient or inpatient substance abuse program, or
  - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed

### **Assessment**

Written policies and procedures shall ensure the following

- a Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview
- b The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency
- c The assessor must determine and document an appropriate referral or document why a referral is not necessary
- d The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor intern, or a person otherwise exempt under DSHS Substance Abuse Related Rules

1 3 Operational Plan. The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited

1 4 DSHS Licensure A DSHS facility license (as applicable) for Detoxification, Intensive Residential, Outpatient and/or Intensive Outpatient status pursuant to the DSHS Substance Abuse Related Rules, and all subsequent revisions, has been secured and will be maintained during the term

hereof Individuals contracting with the DEPARTMENT must maintain appropriate licensure under current DSHS Substance Abuse Related Rules and subsequent revisions **VENDOR must notify DEPARTMENT within 48 hours of all DSHS licensure violations, including pending allegations.**

**1.5 Performance Measures** The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime Performance Measures, along with applicable adjustments, for substance abuse services are as follows

**Strategy 1:** Develop an individualized treatment plan that addresses the needs of each individual served

**Measures** One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment

**Adjustment** Residential Treatment – For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client

**Strategy 2:** Defendant's progress on individualized treatment plans will be documented

**Measures** One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives

**Adjustment** For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file

**Strategy 3** Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT

**Measures** One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge

**Adjustment** The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge

**1.6 Negotiation** The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable) DEPARTMENT can negotiate with the VENDOR

during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service

1 7 Diagnosis In its treatment of Defendants, VENDOR shall

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR,
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances, and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities

1 8 Participation In order to ensure maximum participation of Defendants in its program, VENDOR shall

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures,
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives, and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant

1 9 Discharge The discharge of any Defendant shall be made in accordance with the following

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge, and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof

1 10 Reterrals The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan

1 11 Court Testimony VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT

1 12 Policies and Procedures The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary),

safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Texas Department of State Health Services (DSHS) Substance Abuse Related Rules.

1.14 DEPARTMENT Approvals Required Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

- a) Detoxification Services exceeding three (3) days,
- b) Intensive Residential Services exceeding thirty (30) days,
- c) Outpatient Services performed beyond one hundred eighty (180) days from the initial intake.

1.15 Coordination with DEPARTMENT VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants,
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program,
- c) Participate in meetings as the DEPARTMENT directs,
- (d) Provide training for DEPARTMENT regarding substance abuse issues, and
- e) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation

Defendant or Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services

DSHS – means the Texas Department of State Health Services, formerly known as TCADA, as presently or hereafter constituted

DSHS Substance Abuse Related Rules – means the rules as adopted by and listed in the current DSHS Substance Abuse Related Rules, and subsequent revisions

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar

Facility - means the DSHS licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12 00 midnight, which number shall not include any Defendants who were previously removed on that day Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR

Payment to VENDOR - means the mathematical product of the following (a) Resident Defendants at non-CCFs the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month, (b) Outpatient

Defendants the **VENDOR Rate** calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month

**Performance Measures** - means the standards whereby **VENDOR** and **DEPARTMENT** will determine the effectiveness of the Services, as set forth in Article I hereto

**Person** - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof

**Program Budget** - means the financial management system of proposed revenue and expenditures that **VENDOR** submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby **VENDOR** implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system)

**Resident** - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof

**RFP** - means that certain Request for Proposal issued by **DEPARTMENT** for the purpose of soliciting proposals to render Services and with respect to which **VENDOR** responded and was awarded this **AGREEMENT**, if applicable

**Services** - means the delivery by **VENDOR** of the chemical dependency program as set forth in this **AGREEMENT** and exhibits and as outlined in **VENDOR'S** response to the ITB or RFP, if applicable

**TAIP** - means Treatment Alternative To Incarceration Program

**Term** - means the duration of this **AGREEMENT** as specified in Article I

**VENDOR** - means "Name of provider "

**Vendor Rate** - means the amount paid by Department to **VENDOR** per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**VENDOR** represents and warrants to and for the benefit of **DEPARTMENT** with the intent that **DEPARTMENT** rely thereon for the purposes hereof, the following

2.1 Legal Status **VENDOR** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein, or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein, (2) is duly qualified to conduct business in the State of Texas, and (3) has

legal power and authority to own or lease its properties and conduct its business as presently conducted

2.2 Authorization The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount, applicability, or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owed In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Appendix 1. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.



### **ARTICLE III GENERAL CONDITIONS**

3.1 Safety Requirements. VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and DSHS Substance Abuse Related Rules and subsequent revisions, as applicable

3.2 Health and Safety VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services

3.3 Staff Training VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented

3.4 Duties and Obligations VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder

3.5 Visitation by State Employees VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR

3.6 No Subcontractors No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval

3.7 Placement of Defendants DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement

3.8 Confidentiality When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative

3.9 Termination at Will Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation

3 10 Record Retention All records shall be the property of DEPARTMENT All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT

#### ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4 1 Administrative Controls VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT

4 2 Governing Board Responsibility The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements

4 3 Conflict of Interest VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member

4 4 Remuneration Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals

4 5 Audits VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports

4 6 Disclosure VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305,
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder

4.7 Withhold Payments The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.8 Accounting Records VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to VENDOR VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice.

4.10 Discharges for Defendant Absence Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.11 Residential Services Billed According to Midnight Strength Rule Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.12 Peer or Group-Controlled Meetings The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.13 TDCJ-CJAD Substance Abuse Standards. VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4 14 TDCJ-CJAD Residential Services Standards VENDORS contracting with the DEPARTMENT for either Intensive or Supportive Residential Services must comply with the TDCJ-CJAD Residential Services Standards

4 15 Specific Measures All terms of this AGREEMENT are subject to monitoring and verification, however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1 5 herein, or refund DEPARTMENT the specified adjustments

4 16 Equipment Title to any equipment purchased in excess of \$1,000 00 per unit cost (e g , keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ

4 17 Misspent Funds The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee

4 18 Other Revenues for Additional Services VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A

4 19 Other Revenue for Proposed Services. As per Government Code Section 76 017 (e), services provided to an offender referred under TAIP are billable only if no other public or private funds are available to that offender The prices quoted in this AGREEMENT are the full cost of treatment Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT

## ARTICLE V DEFAULT AND TERMINATION

5 1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR

- a A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR written notification thereof,
- b A failure to maintain DSHS Substance Abuse Related Rules and subsequent revisions in accordance with Sections 1 4 and 1 13 hereof,
- c (1) Admit in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing, or (5) suffer any judgment, writ

of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy, and

- d The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect

5.2 Remedy of DEPARTMENT Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment, (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default, and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## **ARTICLE VI INSURANCE AND INDEMNIFICATION**

6.1 Insurance VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR, (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR, and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

A Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for

- 1 Claims under workers compensation disability benefits, and other similar employee benefit actions,
- 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees,
- 3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees,
- 4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person,
- 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
- 6 Claims for damages based on violations of civil rights,
- 7 Claims for damages arising from fire and lightning and other casualties

B VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel.

satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## **ARTICLE VII INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F I C A , and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8.1 Inconsistencies Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 Law of Texas This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements,

and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

8.9 Counterparts This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders, the singular shall include the plural and the plural shall include the singular.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in Galveston County, Texas by

DEPARTMENT Galveston County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY James Lane

TITLE Director

DATE 5-28-12

VENDOR East Coast Center

BY Thomas H. Wilson

TITLE Director

DATE 5/25/12

## **APPENDIX ONE**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities,

Alcoholic beverages,

Bad debts,

Building and Land purchase, rental purchase, lease purchase, renovation,

Cash payments to intended recipients of Services,

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs,

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services,

Fines and Penalties,

Firearm, Firearm Components, and Ammunition;

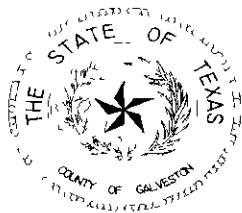
Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only),

Legislative expenses for payment to any elected official from funds received from the CSCD,

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD, and

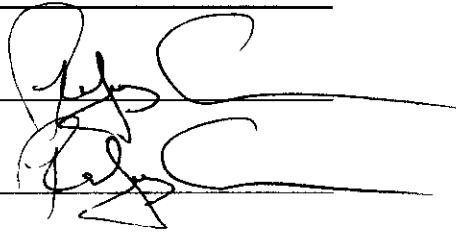


Tobacco Products



# **GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request**

Date of Request	9/7/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	Pathway to Recovery				
Contract End Date	8/31/2014	Vendor No	701800	Contract No			
Description	Substance Abuse Treatment Services						
Contract # Issued By Purchasing	CM12280		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

BID - B122029

Approved By	Date	Signature
Department Head	9-7-12	
Purchasing Agent	9-7-12	
County Legal		
Contract listed in Budget Documentation (Yes/No) <input checked="" type="checkbox"/>		
County Budget Office		9/12/12

**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR GALVESTON COUNTY  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Galveston County Community Supervision and Corrections Department ("DEPARTMENT") and

Pathway to Recovery, Inc ("VENDOR")

2119 South Oak

La Marque, Texas 77568

as of the 1st day of September, 2012

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein

Term This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2014, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one (1) year (with such changes as to which VENDOR shall agree), upon giving the VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program VENDOR agrees to the following rates for substance abuse services

Intensive Residential	\$59.00 per day
Regular Residential	\$40.00 per day
Outpatient Group	\$11.00 per hour
Outpatient Individual	\$32.00 per hour

These rates shall be in effect during the initial and any renewal term of this agreement

1 2 Substance Abuse Treatment Services Minimum Requirements The VENDOR shall, in accordance with the terms of this AGREEMENT comply with all of the minimum requirements of substance abuse treatment services listed in the RFP issued prior to this AGREEMENT and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided

### **Screening**

Written policies and procedures shall ensure the following

- a Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent
- b Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under DSHS Substance Abuse Related Rules
- c The instruments used for a client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE)
- d Persons who meet the following criteria must bypass the screening process
  - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances,
  - (2) The offender has submitted positive urine specimens,
  - (3) The offender has previously attended an outpatient or inpatient substance abuse program, or
  - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed

### **Assessment**

Written policies and procedures shall ensure the following

- a Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview
- b The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency
- c The assessor must determine and document an appropriate referral or document why a referral is not necessary
- d The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor intern, or a person otherwise exempt under DSHS Substance Abuse Related Rules

1 3 Operational Plan The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited

1 4 DSHS Licensure A DSHS facility license (as applicable) for Detoxification, Intensive Residential, Outpatient and/or Intensive Outpatient status pursuant to the DSHS Substance Abuse Related Rules, and all subsequent revisions, has been secured and will be maintained during the term

hereof Individuals contracting with the DEPARTMENT must maintain appropriate licensure under current DSHS Substance Abuse Related Rules and subsequent revisions **VENDOR must notify DEPARTMENT within 48 hours of all DSHS licensure violations, including pending allegations.**

**1.5 Performance Measures** The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime Performance Measures, along with applicable adjustments, for substance abuse services are as follows

<b><u>Strategy 1:</u></b>	Develop an individualized treatment plan that addresses the needs of each individual served
Measures	One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment
Adjustment	Residential Treatment – For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client
<b><u>Strategy 2:</u></b>	Defendant's progress on individualized treatment plans will be documented.
Measures	One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives
Adjustment	For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file
<b><u>Strategy 3</u></b>	Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT
Measures	One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge
Adjustment	The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge

**1.6 Negotiation** The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable) DEPARTMENT can negotiate with the VENDOR

during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service

1 7 Diagnosis In its treatment of Defendants, VENDOR shall

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR,
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances, and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities

1 8 Participation In order to ensure maximum participation of Defendants in its program, VENDOR shall

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures,
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives; and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant

1 9 Discharge The discharge of any Defendant shall be made in accordance with the following

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge, and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof

1 10 Referrals The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan

1 11 Court Testimony VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT

1 12 Policies and Procedures The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary),

safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Texas Department of State Health Services (DSHS) Substance Abuse Related Rules.

1.14 DEPARTMENT Approvals Required Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

- a) Detoxification Services exceeding three (3) days,
- b) Intensive Residential Services exceeding thirty (30) days,
- c) Outpatient Services performed beyond one hundred eighty (180) days from the initial intake.

1.15 Coordination with DEPARTMENT VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants,
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program,
- c) Participate in meetings as the DEPARTMENT directs,
- d) Provide training for DEPARTMENT regarding substance abuse issues, and
- e) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.



Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation

Defendant or Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services

DSHS – means the Texas Department of State Health Services, formerly known as TCADA, as presently or hereafter constituted

DSHS Substance Abuse Related Rules – means the rules as adopted by and listed in the current DSHS Substance Abuse Related Rules, and subsequent revisions.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar

Facility - means the DSHS licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12 00 midnight, which number shall not include any Defendants who were previously removed on that day Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR

Payment to VENDOR - means the mathematical product of the following (a) Resident Defendants at non-CCFs the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month, (b) Outpatient

Defendants the **VENDOR Rate** calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month

**Performance Measures** - means the standards whereby **VENDOR** and **DEPARTMENT** will determine the effectiveness of the Services, as set forth in Article I hereto

**Person** - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof

**Program Budget** - means the financial management system of proposed revenue and expenditures that **VENDOR** submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby **VENDOR** implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system)

**Resident** - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof

**RFP** - means that certain Request for Proposal issued by **DEPARTMENT** for the purpose of soliciting proposals to render Services and with respect to which **VENDOR** responded and was awarded this **AGREEMENT**, if applicable

**Services** - means the delivery by **VENDOR** of the chemical dependency program as set forth in this **AGREEMENT** and exhibits and as outlined in **VENDOR'S** response to the ITB or RFP, if applicable

**TAIP** – means Treatment Alternative To Incarceration Program

**Term** - means the duration of this **AGREEMENT** as specified in Article I

**VENDOR** – means “Name of provider ”

**Vendor Rate** - means the amount paid by Department to **VENDOR** per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**VENDOR** represents and warrants to and for the benefit of **DEPARTMENT** with the intent that **DEPARTMENT** rely thereon for the purposes hereof, the following

2.1 **Legal Status** **VENDOR** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein, or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein, (2) is duly qualified to conduct business in the State of Texas, and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted

2.2 Authorization The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount, applicability, or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owed In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Appendix 1. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

### **ARTICLE III GENERAL CONDITIONS**

3.1 Safety Requirements VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and DSHS Substance Abuse Related Rules and subsequent revisions, as applicable.

3.2 Health and Safety VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services

3.3 Staff Training VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented

3.4 Duties and Obligations VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder

3.5 Visitation by State Employees VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR

3.6 No Subcontractors No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval

3.7 Placement of Defendants DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement

3.8 Confidentiality When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative

3.9 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation

3.10 Record Retention All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification. If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this

AGREEMENT At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT

#### **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4 1 Administrative Controls VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT

4 2 Governing Board Responsibility The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements

4 3 Conflict of Interest VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member

4 4 Remuneration Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals

4 5 Audits VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports

4 6 Disclosure VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305,
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i e , an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,

- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder

4 7 Withhold Payments The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT

4 8 Accounting Records VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles

4 9 Payments to VENDOR VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice

4 10 Discharges for Defendant Absence Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return

4 11 Residential Services Billed According to Midnight Strength Rule Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report

4 12 Peer or Group-Controlled Meetings The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein

4 13 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards

4 14 TDCJ-CJAD Residential Services Standards VENDORS contracting with the DEPARTMENT for either Intensive or Supportive Residential Services must comply with the TDCJ-CJAD Residential Services Standards

4 15 Specific Measures All terms of this AGREEMENT are subject to monitoring and verification, however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1 5 herein, or refund DEPARTMENT the specified adjustments

4 16 Equipment Title to any equipment purchased in excess of \$1,000 00 per unit cost (e g , keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ

4 17 Misspent Funds The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee

4 18 Other Revenues for Additional Services VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A

4 19 Other Revenue for Proposed Services As per Government Code Section 76 017 (e), services provided to an offender referred under TAIP are billable only if no other public or private funds are available to that offender The prices quoted in this AGREEMENT are the full cost of treatment Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT

## **ARTICLE V DEFAULT AND TERMINATION**

5 1 Default by VENDOR Each of the following shall constitute an Event of Default on the part of VENDOR

- a A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR written notification thereof,
- b A failure to maintain DSHS Substance Abuse Related Rules and subsequent revisions in accordance with Sections 1 4 and 1 13 hereof,
- c (1) Admit in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing, or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy, and
- d The discovery by DEPARTMENT that any statement, representation or warranty in this AGREEMENT is false, misleading, or erroneous in any material respect

5 2 Remedy of DEPARTMENT Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of

Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants, (b) suspend payment, (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.



**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

6 1 Insurance VENDOR shall provide an adequate plan of insurance that provides (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR, (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR, and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s) VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following

- A Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for
  - 1 Claims under workers compensation disability benefits, and other similar employee benefit actions,
  - 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
  - 3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees,
  - 4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person,
  - 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
  - 6 Claims for damages based on violations of civil rights,
  - 7 Claims for damages arising from fire and lightning and other casualties
- B VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property
- C Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein

D Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions

6.2 Indemnification VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## **ARTICLE VII INDEPENDENT CONTRACTOR**

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8.1 Inconsistencies Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8 4 Law of Texas This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered

8 5 Notices All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid

8 6 Entire This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein

8 7 Amendment No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8 8 Headings The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof

8 9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

8 10 Terminology and Definitions All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders, the singular shall include the plural and the plural shall include the singular

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in Frederickson County, Texas by

DEPARTMENT Frederickson County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY Janis Kane

TITLE Director

DATE 3-28-12

VENDOR Pathway to Recovery

BY [Signature]

TITLE Admin. Director

DATE 3-28-12

## **APPENDIX ONE**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities,

Alcoholic beverages,

Bad debts,

Building and Land purchase, rental purchase, lease purchase, renovation,

Cash payments to intended recipients of Services,

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program Such items may be charged to the program only through an approved depreciation methodology

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs,

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services,

Fines and Penalties,

Firearm, Firearm Components, and Ammunition,

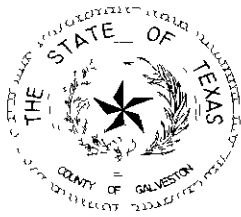
Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only),

Legislative expenses for payment to any elected official from funds received from the CSCD,

Lobbying,

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD, and

Tobacco Products



# **GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request**

Date of Request	9/7/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	Santa Maria Hostel				
Contract End Date	8/31/2014	Vendor No	714677	Contract No			
Description	Substance Abuse Treatment Services						
Contract # Issued By Purchasing		CMI2281		Requested Legal Review		Yes _____ No <u>X</u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

B10 - B122029

Approved By	Date	Signature
Department Head	9-7-12	
Purchasing Agent	9-7-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office		9/12/2012
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**SUBSTANCE ABUSE TREATMENT SERVICES  
OPERATIONS AGREEMENT FOR GALVESTON COUNTY  
COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between the Galveston County Community Supervision and Corrections Department ("DEPARTMENT") and

Santa Maria Hostel, Inc.

2605 Parker Road

Houston, Tx 77093

as of the 1st day of September, 2012

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein

Term This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2014, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one (1) year (with such changes as to which VENDOR shall agree), upon giving the VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term

**ARTICLE I  
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, from September 1, 2012 through August 31, 2014. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services

Intensive Residential \$99.23 per day  
These rates shall be in effect during the initial and any renewal term of this agreement

1.2 Substance Abuse Treatment Services Minimum Requirements The VENDOR shall, in accordance with the terms of this AGREEMENT comply with all of the minimum requirements of



substance abuse treatment services listed in the RFP issued prior to this AGREEMENT and provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided

### **Screening**

Written policies and procedures shall ensure the following

- a Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent
- b Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under DSHS Substance Abuse Related Rules
- c The instruments used for a client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE)
- d Persons who meet the following criteria must bypass the screening process
  - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances,
  - (2) The offender has submitted positive urine specimens,
  - (3) The offender has previously attended an outpatient or inpatient substance abuse program, or
  - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed

### **Assessment**

Written policies and procedures shall ensure the following

- a Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview
- b The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency
- c The assessor must determine and document an appropriate referral or document why a referral is not necessary
- d The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor intern, or a person otherwise exempt under DSHS Substance Abuse Related Rules

**1 3 Operational Plan** The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited

**1 4 DSHS Licensure** A DSHS facility license (as applicable) for Detoxification, Intensive Residential, Outpatient and/or Intensive Outpatient status pursuant to the DSHS Substance Abuse Related Rules, and all subsequent revisions, has been secured and will be maintained during the term hereof Individuals contracting with the DEPARTMENT must maintain appropriate licensure under current DSHS Substance Abuse Related Rules and subsequent revisions **VENDOR must notify DEPARTMENT within 48 hours of all DSHS licensure violations, including pending allegations.**

**1 5 Performance Measures** The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows

**Strategy 1:** Develop an individualized treatment plan that addresses the needs of each individual served

**Measures** One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment

**Adjustment** Residential Treatment – For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client

**Strategy 2:** Defendant's progress on individualized treatment plans will be documented

**Measures** One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives

**Adjustment** For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file

**Strategy 3** Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

**Measures** One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge

**Adjustment** The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge

**1 6 Negotiation** The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable) DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service

**1 7 Diagnosis** In its treatment of Defendants, VENDOR shall

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR,
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances, and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities

1 8 Participation In order to ensure maximum participation of Defendants in its program, VENDOR shall

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures,
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives, and
- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant

1 9 Discharge The discharge of any Defendant shall be made in accordance with the following

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge, and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof

1 10 Referrals The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1 11 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1 12 Policies and Procedures The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the

DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent

1 13 Orientation and HIV Counseling VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Texas Department of State Health Services (DSHS) Substance Abuse Related Rules

1 14 DEPARTMENT Approvals Required Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s)

- a) Detoxification Services exceeding three (3) days,
- b) Intensive Residential Services exceeding thirty (30) days,
- c) Outpatient Services performed beyond one hundred eighty (180) days from the initial intake

1 15 Coordination with DEPARTMENT VENDOR shall coordinate the following tasks with the DEPARTMENT

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants,
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program,
- c) Participate in meetings as the DEPARTMENT directs,
- (d) Provide training for DEPARTMENT regarding substance abuse issues, and
- e) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program

1 16 No-Shows DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1 17 Definitions The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation

Defendant or Offender - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services

DSHS - means the Texas Department of State Health Services, formerly known as TCADA, as presently or hereafter constituted

DSHS Substance Abuse Related Rules - means the rules as adopted by and listed in the current DSHS Substance Abuse Related Rules, and subsequent revisions

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar

Facility - means the DSHS licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12 00 midnight, which number shall not include any Defendants who were previously removed on that day Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR

Payment to VENDOR - means the mathematical product of the following (a) Resident Defendants at non-CCFs the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month, (b) Outpatient Defendants the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system)

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable

TAIP - means Treatment Alternative To Incarceration Program

Term - means the duration of this AGREEMENT as specified in Article I

VENDOR - means "Name of provider "

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following

2.1 Legal Status VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein, or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein, (2) is duly qualified to conduct business in the State of Texas, and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted

2.2 Authorization The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due

execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms

2.3 Taxes VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings

2.4 No Child Support Owed In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate

2.5 Use of Payments No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth in APPENDIX 1. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services

2.6 Non-Discrimination In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor

2.7 Non-Collusion VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee

### **ARTICLE III GENERAL CONDITIONS**

3.1 Safety Requirements VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and DSHS Substance Abuse Related Rules and subsequent revisions, as applicable

3.2 Health and Safety VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services

3.3 Staff Training VENDOR shall ensure that all staff providing direct Services receives continuing education and training as needed or required and that such education and training is documented

3.4 Duties and Obligations VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder

3.5 Visitation by State Employees VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR

3.6 No Subcontractors No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval

3.7 Placement of Defendants DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement

3.8 Confidentiality When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative

3.9 Termination at Will Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation

3.10 Record Retention All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification. If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT



## **ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM**

4 1 Administrative Controls VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT

4 2 Governing Board Responsibility The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements

4 3 Conflict of Interest VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member

4 4 Remuneration Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals

4 5 Audits VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports

4 6 Disclosure VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305,
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof,
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder

4 7 Withhold Payments The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contract period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT

4 8 Accounting Records VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles

4 9 Payments to VENDOR VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice

4 10 Discharges for Defendant Absence Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return

4 11 Residential Services Billed According to Midnight Strength Rule Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report

4 12 Peer or Group-Controlled Meetings The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein

4 13 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards

4 14 TDCJ-CJAD Residential Services Standards VENDORS contracting with the DEPARTMENT for either Intensive or Supportive Residential Services must comply with the TDCJ-CJAD Residential Services Standards

4 15 Specific Measures All terms of this AGREEMENT are subject to monitoring and verification, however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1 5 herein, or refund DEPARTMENT the specified adjustments

4 16 Equipment Title to any equipment purchased in excess of \$1,000 00 per unit cost (e g , keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ

4 17 Misspent Funds The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee

4 18 Other Revenues for Additional Services VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A

4 19 Other Revenue for Proposed Services As per Government Code Section 76 017 (e), services provided to an offender referred under TAIP are billable only if no other public or private funds are available to that offender The prices quoted in this AGREEMENT are the full cost of treatment Any fees, food stamps, or other revenues collected on behalf of the offender for offender services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT

## **ARTICLE V DEFAULT AND TERMINATION**

5 1 Default by VENDOR Each of the following shall constitute an Event of Default on the part of VENDOR

- a A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR written notification thereof,
- b A failure to maintain DSHS Substance Abuse Related Rules and subsequent revisions in accordance with Sections 1 4 and 1 13 hereof,
- c (1) Admit in writing its inability to pay its debts, (2) make a general assignment for the benefit of creditors, (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing, or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy, and
- d The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect

5 2 Remedy of DEPARTMENT Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5 1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants, (b) suspend payment, (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default, and (d) termination and removal of VENDOR as provider of

Services In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5 3 Default by DEPARTMENT The following shall constitute an Event of Default on the part of DEPARTMENT failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority

5 4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination

5 5 AGREEMENT Subject to Availability of Funds This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination

## **ARTICLE VI INSURANCE AND INDEMNIFICATION**

6 1 Insurance VENDOR shall provide an adequate plan of insurance that provides (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR, (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR, and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s) VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following

A Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for

- 1 Claims under workers compensation disability benefits, and other similar employee benefit actions,
- 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees,
- 3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees,

- 4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person,
- 5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom,
- 6 Claims for damages based on violations of civil rights,
- 7 Claims for damages arising from fire and lightning and other casualties

B VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 **Indemnification** VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## ARTICLE VII INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed

or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F I C A , and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

8 1 Inconsistencies Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control

8 2 Severability Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect

8 3 Prohibition Against Assignment There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties

8 4 Law of Texas This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered

8 5 Notices All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid

8 6 Entire This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein

8 7 Amendment No changes to this AGREEMENT shall be made except upon written agreement of both parties

8 8 Headings The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof

8 9 Counterparts This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

8 10 Terminology and Definitions All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders, the singular shall include the plural and the plural shall include the singular

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written

Executed in Waller County County, Texas by

DEPARTMENT Waller County  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY James Bine

TITLE Director

DATE 8.28.12

VENDOR Santa Maria Hostel, Inc.

BY Ray Livingston

TITLE Supervisor (S)

DATE 8.28.12



## **APPENDIX ONE**

### **Unallowable Costs**

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities,

Alcoholic beverages,

Bad debts,

Building and Land purchase, rental purchase, lease purchase, renovation,

Cash payments to intended recipients of Services,

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program Such items may be charged to the program only through an approved depreciation methodology

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs,

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services,

Fines and Penalties,

Firearm, Firearm Components, and Ammunition,

Fundraising, Marketing, and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only),

Legislative expenses for payment to any elected official from funds received from the CSCD,

Lobbying,

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD, and

Tobacco Products

AGENDA

ITEM

#8



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/10/12	Department	PURCHASING				
Renewal Contract	YES	Orgkey		Object Code			
Contract Start Date	9/1/2012	Vendor	IP MORGAN CHASE BANK				
Contract End Date	8/31/2017	Vendor No	410476	Contract No		35775 A3	
Description	TRAVEL AND SUPPLY CARD						
Contract # Issued By Purchasing		CM12025		Requested Legal Review		Yes _____ No <u>X</u> _____	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
		N/A					
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	9/26/2012	<i>Erin A. Moxam, CPRB</i>
Assistant Purchasing Agent	9/10/2012	<i>Erin A. Moxam, CPRB</i>

County Legal

Contract listed in Budget Documentation (Yes/No)

County Budget Office	N/A	<i>M. Hull</i> <i>maintains P-Card Program</i>
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## THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB  
PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

GWEN MCLAREN, CPPB  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**Re: Galveston County – JP Morgan Chase, N.A. – City of Fort Worth  
Procurement Card Program – 3<sup>rd</sup> Amendment**

Gentlemen,

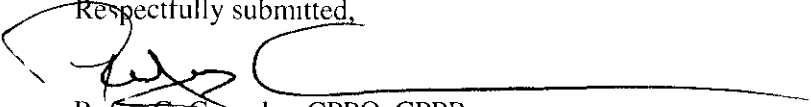
JP Morgan Chase is currently participating in a commercial card agreement with the Texas Payment Card Consortium of which Galveston County is participating in a "piggyback" agreement

I have received confirmation that J P Morgan Chase was awarded the City of Fort Worth's contract as a result of a re-solicitation process which resulted in a 3<sup>rd</sup> Amendment of their current contract. There is no action required of the Commissioners' Court to continue our participation, however, a few highlights are listed below:

- **Term:** The 3<sup>rd</sup> Amendment resulted in a five (5) year contract beginning September 1, 2012 with two (2), two (2) year renewal options. This could result in a nine (9) year contract that would expire in 2021.
- **Name:** The Texas Payment Card Consortium is now called the Southern States Consortium and has expanded to Louisiana, Arkansas, Alabama, Mississippi, Georgia, North Carolina, South Carolina, and Florida.
- **Rebates:** Additional tier added for larger entities contributing \$8 million or more can earn higher rebates. Higher rebate levels have been added to the combined consortium charge volume so that participants can receive higher rebates.

Your participation in this agreement is greatly appreciated.

Respectfully submitted,

  
Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

Guess, Denise

---

**From** Miller, Toinette A [toinette.a.miller@jpmchase.com]  
**Sent** Friday, August 31, 2012 5:06 PM  
**To:** Harris-Williams, Ladette; McAdoo, Angela; Minier, David; Page, Brian L; Peppers, Reggie  
**Cc** Dale, Jack  
**Subject:** Final City of Ft. Worth Contract Update-amendment attached!  
**Attachments** Toinette Miller vcf, CityofFtWorth\_Amendment3\_Executed 083012 PDF

## Final Update: Texas entities participating in the former Texas Payment Card Consortium, now called the Southern States Consortium

We are pleased to confirm that J.P. Morgan was awarded the City of Ft. Worth contract as a result of their recent Purchasing Card RFP No. 12-0106, which also includes Travel Card and Single Use Accounts<sup>1</sup>. The award of this contract resulted in the 3<sup>rd</sup> Amendment to the City's original contract.

### What you need to know:

The 3<sup>rd</sup> Amendment to the City of Ft. Worth contract is attached for your records, but here are some highlights for your quick review:

- ***This is an amendment*** We have rolled the updated terms and conditions that resulted from the RFP into an amendment to the existing City of Ft. Worth contract. This means that there is no need for your entity to pursue Council approval or sign additional documentation since you've already signed a J.P. Morgan participation agreement that automatically encompasses all changes and amendments to the original City of Ft. Worth contract<sup>1</sup>.
- ***Contract Term*** This is a 5-year contract beginning September 1, 2012. Additionally, the contract has two 2-year renewal options. That means this contract can be sustained for as long as 9 years ending in 2021<sup>1</sup>.
- ***Eligible Consortium Participants*** This contract has been expanded so that governmental entities, Not-for-Profits and private universities in 8 additional states can join this consortium. Spread the news to your government peers in Louisiana, Arkansas, Alabama, Mississippi, Georgia, North Carolina, South Carolina and Florida that they may be eligible to join this contract, appropriately re-named to the **Southern States Consortium**. We expect this expansion to facilitate growth of the contract and thus, more rebates for all participants.
- ***Speaking of Rebates*** We've added another tier so that larger entities contributing \$8MM or more in annual Charge Volume can earn even higher rebates<sup>1</sup>. We also added higher levels to the Aggregate/Combined Consortium Charge Volume so that all participants can achieve higher rebate levels as the Combined Consortium Charge Volume grows towards \$1B. The enhanced rebate grid is below<sup>1</sup>. Please review the actual amendment for other rebate terms, conditions and requirements.

Annual Consortium	Individual Participant Combined Charge Volume
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Combined Charge Volume	\$500,000 to \$999,999	\$1,000,000 to \$7,999,999	\$8,000,000 Or more
	Rebate Rate (%) at 29-day Average File Turn	Rebate Rate (%) at 29-day Average File Turn	Rebate Rate (%) at 29-day Average File Turn
\$25,000,000	0.80%	1.50%	1.53%
\$75,000,000	0.85%	1.55%	1.58%
\$150,000,000	0.90%	1.57%	1.60%
\$200,000,000	0.95%	1.59%	1.62%
\$300,000,000	1.00%	1.60%	1.63%
\$400,000,000	1.02%	1.60%	1.64%
\$500,000,000	1.02%	1.61%	1.66%
\$600,000,000	1.02%	1.61%	1.68%
\$800,000,000	1.02%	1.62%	1.69%
\$1,000,000,000	1.02%	1.62%	1.70%

It's that simple!

If you have questions regarding your payment card program or the attached amendment, please contact me using the contact information below

**Toinette Miller**

JP Morgan  
Vice President/Relationship Manager

972-377-8132 or  
toinette.a.miller@jpmchase.com

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co. or its subsidiaries and affiliates. This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co. or its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you. Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to European legal entities.

### THIRD AMENDMENT TO COMMERCIAL CARD AGREEMENT

V 1 0 1 1 0 8

THIS THIRD AMENDMENT (the 'Amendment') between JPMorgan Chase Bank, N.A. (the 'Bank') and City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker and Wise Counties, Texas (the 'Client') is made as of August 20 2012 (the 'Third Amendment Effective Date').

WHEREAS Bank and Client entered into the Commercial Card Agreement (the 'Agreement') effective August 31, 2007, which has been previously amended by the First Amendment to Commercial Card Agreement effective November 9, 2010 and the Second Amendment to Commercial Card Agreement effective September 1, 2010; and

WHEREAS Client issued REQUEST FOR PROPOSALS for PURCHASING CARD SERVICES (RFP No. 12-0106) on April 4, 2012; and

WHEREAS pursuant to RFP No. 12-0106, Bank and Client mutually agree to extend the terms of the Agreement for an additional period of up to nine years;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, The Bank and the Client agree to amend the Agreement, as previously amended, as follows:

**Definitions:** Capitalized terms used in this Amendment and defined in the Agreement, as previously amended, shall be used herein as so defined, except as otherwise provided herein.

**Amendment:** The definition of 'Contract Documents' in Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

'Contract Documents' means this Agreement, including all duly executed amendments hereto, in conjunction with (i) City of Fort Worth RFP No. 07-0068, (ii) Addendum #1 thereto, (iii) Bank's Proposal submitted in response to RFP No. 07-0068, (iv) City of Fort Worth RFP No. 12-0106, and (v) Bank's Proposal submitted in response to RFP No. 12-0106. City of Fort Worth RFP No. 07-0068, Addendum #1 thereto, Bank's Proposal submitted in response to RFP No. 07-0068, City of Fort Worth RFP No. 12-0106, and Bank's Proposal submitted in response to RFP No. 12-0106 are each incorporated herein by this reference.

**Amendment:** The following definition shall be added to Section 1 of the Agreement in the appropriate alphabetical position:

**"Fraudulent Transactions"** means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder or Client receives no direct or indirect benefit.

**Amendment:** A new Section 2 D shall be added to the end of Section 2 as follows:

D. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC).

**Amendment:** A new Section 3 I is hereby added to the Agreement, as follows:

The Client shall obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.

**Amendment:** A new Section 3 J is hereby added to the Agreement, as follows:

Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Accounts are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time if Bank determines that an Account has been issued to a person



residing in a sanctioned jurisdiction or where the Cardholder's name or the name of an individual authorized to use an Account appears on a government sanctions list applicable to Client

Amendment Section 4 B of the Agreement is hereby deleted in its entirety and replaced with the following

Client shall immediately notify Bank by phone of any Card or Account that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised

- i. Liability for Fraudulent Transactions Following Notification Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card or Account after the effective time of such notification to Bank of such Fraudulent Transaction
- ii. Liability for Fraudulent Transactions Prior to Notification Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card or Account prior to the effective time of such notification to Bank of such Fraudulent Transactions
- iii. Bank reserves the right to hold Client liable for Fraudulent Transactions occurring prior to the effective time of such notification to Bank of such Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with Bank's fraud reduction best guidelines as set forth below:
  - a. Client to block high risk MCC's identified by Bank and presented to Client
  - b. Client to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data, and
  - c. Client to comply with all other guidelines as Bank may reasonably require from time to time

If Client fails to comply with its obligations described in this subsection (iii) and Bank determines Client to be liable for Fraudulent Transactions occurring prior to the effective time of such notification to Bank of such Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate

Amendment Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following

This Agreement shall have an initial term of five (5) years from the Third Amendment Effective Date, unless otherwise terminated pursuant to the provisions of Section 11 of this Agreement. Thereafter, this Agreement may be successively renewed for up to two (2) two-year renewal periods at the Client's sole discretion

Amendment The first sentence of the 'Piggyback Provision' as added to the Agreement by the First Amendment to Commercial Card Agreement dated November 9, 2010 is hereby deleted and replaced with the following

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the 'Act'), the use of this Agreement may be extended to other local governments and state agencies as defined in the Act

Exhibit A Exhibit A to Agreement is hereby deleted in its entirety and replaced with a new Exhibit A in the form attached hereto

Continued Effect Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms

Counterparts This Amendment may be executed in any number of counterparts, any of which, when taken together, shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of the counterparts

REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above

**BANK**

By

Name

Title

*[Signature]*  
Ivan Nolasco  
VP

**CLIENT**

By

Name

Title

*[Signature]*  
Susan Alanis  
Assistant City Manager

**ATTEST**

By

Name

Title

*[Signature]*  
Mary Kayser  
City Secretary

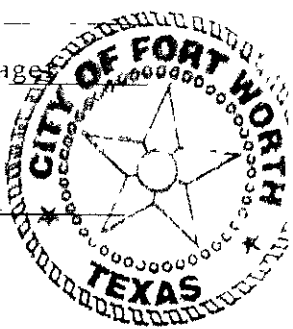
**APPROVED AS TO FORM AND LEGALITY**

By

Name

Title

*[Signature]* MSC P-11417  
Denis C. McElroy  
Assistant City Attorney



P-11417  
Contract Authorization  
8/7/16  
Date

## EXHIBIT A INCENTIVES & FEES

### DEFINITIONS

**"Association"** means either MasterCard or Visa

**"Average File Turn"** means the number of days between the transaction posting date or day the Bank funds the charge and the day payment for that Transaction is posted, averaged over the rebate calculation period. File Turn is calculated as the daily average outstanding balance divided by Gross Combined Charge Volume multiplied by the number of days in the period.

**"Charge Volume"** means total U.S. dollar charges made on a Bank Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

**"Consortium Combined Charge Volume"** means the total sum of Charge Volume and Single Use Charge Volume for all members of the Southern States Consortium.

**"Contract Year"** means a 12-month period beginning on September 1 of each year or any anniversary of such date.

**"Credit Losses"** means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

**"Fraudulent Transactions"** means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

**"Grace Days"** means the number of calendar days following the end of a billing cycle to the date the payment is due.

**"Gross Combined Charge Volume"** means Consortium Combined Charge Volume plus Large Ticket Transaction Volume.

**"Large Ticket Transaction"** means a transaction that the applicable Association has determined is eligible for a Large Ticket Rate.

**"Large Ticket Transaction Volume"** means total U.S. dollar Large Ticket Transactions made on a Bank Card or Account, net of returns and excluding cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

**"Participant"** means the Client or a public entity, Not-For-Profit organization or private university from the state of Texas, Arkansas, Louisiana, Mississippi, Alabama, Georgia, North Carolina, South Carolina, or Florida that have been approved by the Client and the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which have executed an agreement in the form as attached hereto as Exhibit C (the "Participation Agreement") or in such other form as provided by the Bank from time to time.

**"Settlement Terms"** means the combination of the number of calendar days in a billing cycle and the Grace Days. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the Grace Days.

**"Single Use Account"** means a Card-less Account used in connection with a single, unique transaction.

**"Single Use Charge Volume"** means total U.S. dollar charges made on a Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

**"Southern States Consortium"** means the City of Fort Worth, Texas and public entities, Not-For-Profit organizations and private universities from the states of Texas, Arkansas, Louisiana, Mississippi, Alabama, Georgia, North Carolina, South Carolina, and Florida that have been approved by the Bank.

## BONUSES

### City of Fort Worth Bonus

In addition to any Rebate payable hereunder, Bank will pay the City of Fort Worth a one-time bonus of \$300,000 within 90 days of the execution of this Amendment. Should the Southern States Consortium not achieve \$300,000,000 in Consortium Combined Charge Volume during each year of the initial five (5) year term of this Amendment (for a combined total of \$1,500,000,000 in Consortium Combined Charge Volume over the initial five (5) year term), the Client shall repay to Bank the bonus on a volume pro-rata basis. Furthermore, should the Agreement be terminated prior to the five (5) year anniversary of the execution of the Amendment, the bonus must be returned to Bank on a term pro-rata basis. If there is both a volume shortfall and an early termination repayment, the larger of the two calculations shall apply.

### Illustrative examples of bonus repayment

- Should there be a shortfall on the committed Consortium Combined Charge volume over the initial five (5) year term or the annual equivalent during a Contract Year, a volume pro-rated repayment of the bonus would occur as below:
  - If the annual Consortium Combined Charge Volume is \$240 million during a Contract Year, the bonus repayment will be as below:
    - 20% shortfall  $(\$300\text{million} - \$60\text{million}) \times \text{annual portion of the bonus } (\$300,000 / 5) = \$12,000$  repayment to Bank
  - If over the initial five (5) year term, the Consortium Combined Charge Volume is \$1,350 million, the bonus repayment will be as below:
    - 10% shortfall  $(\$1,500\text{million} - \$1,350\text{million}) \times \text{the bonus } (\$300,000) = \$30,000$
    - Net out any prior repayments (\$12,000) resulting in a net repayment of  $(\$30,000 - \$12,000) = \$18,000$
    - Should prior repayments exceed the amount owed at the end of the initial five (5) year term, the benefit will be added back to the Client's rebate:
      - In this example, if the City of Fort Worth only owed \$10,000 at the end of the initial five (5) year term, \$2,000 (\$10,000 owed less \$12,000 already paid) will be added to the City of Fort Worth's rebate.
      - If the Consortium Combined Charge Volume is \$1,500 million at the end of the initial five (5) year term, the \$12,000 repayment from above would be added to the City of Fort Worth's rebate.
  - All adjustments will be calculated at the time of and included with the annual volume rebate.

## REBATES

### Volume Rebate

Bank will pay each Participant a rebate based on the annual Consortium Combined Charge Volume achieved by the Southern States Consortium according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Consortium Combined Charge Volume, subject to the rebate adjustments below:

Annual Consortium Combined Charge Volume	Individual Participant Combined Charge Volume		
	\$500,000 to \$999,999	\$1,000,000 to \$7,999,999	\$8,000,000 Or more
	Rebate Rate (%) at 29-day Average File Turn	Rebate Rate (%) at 29-day Average File Turn	Rebate Rate (%) at 29-day Average File Turn
\$25,000,000	0.80%	1.50%	1.53%
\$75,000,000	0.85%	1.55%	1.58%
\$150,000,000	0.90%	1.57%	1.60%
\$200,000,000	0.95%	1.59%	1.62%
\$300,000,000	1.00%	1.60%	1.63%

\$400 000 000	1 02%	1 60%	1 64%
\$500 000 000	1 02%	1 61%	1 66%
\$600 000 000	1 02%	1 61%	1 68%
\$800 000 000	1 02%	1 62%	1 69%
\$1 000 000 000	1 02%	1 62%	1 70%

## REBATE ADJUSTMENTS

### Single Use Charge Volume Adjustments

Should a Participant's annual Single Use Charge Volume be less than \$1 000 000 in a Contract Year, such Participant will not earn a rebate on annual Single Use Charge Volume for that Contract Year.

Should a Participant's annual Single Use Charge Volume be greater than or equal to \$1 000 000 but less than \$10 000 000 in a Contract Year, the rebate rate shall be 1 24% for the annual Single Use Charge Volume for that Contract Year.

Should a Participant's annual Single Use Charge Volume be greater than \$10 000 000 in a Contract Year, the rebate rate for such annual Single Use Charge Volume shall be determined by the Volume Rebate grid above.

### Average File Turn Adjustments

#### Average File Turn Escalator

The Bank will pay each Participant an additional rebate based on its Average File Turn for the year. An Average File Turn escalator of 0 0075% will be earned for each full day Average File Turn is below 29 days.

As an example, the maximum Average File Turn for a program with 30 & 14 Settlement Terms is 29 days. If such program has an average daily outstanding balance for the period of \$700 000 and an annual Gross Combined Charge Volume for the same period of \$12 000 000, then the File turn is 21 days (\$700 000 divided by \$12 000 000 multiplied by 365). The File Turn Escalator will be 6 bps (29 less 21 day File Turn multiplied by 0 0075%).

#### Average File Turn Detractor

A rebate detractor of 0 01% will be applied for each full day of Average File Turn above 29 days up to 45 days. For example, if a Participant achieves an Average File Turn of 35 days, a detractor of 6 basis points (0 06%) will be applied to the rebate calculation for that Participant.

### Large Ticket Rebate

Bank will pay the Participant an annual rebate based on its annual Large Ticket Transaction Volume when such Participant's annual Volume Rebate threshold requirements are achieved. Bank will pay the Participant an annual rebate of 0 20% on its annual Large Ticket Transaction Volume.

### Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

### Participant Reporting system option

For Participants with annual spend of under \$10 million, the *smartdata* reporting solution will be implemented.

For Participants with annual spend of \$10 million or above can select the Bank's PaymentNet reporting platform or *smartdata*.

### General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Bank will invoice the Participant for the amount in excess of the rebate, which amount shall be payable within 30 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. If the Participant is participating in more than one program, Bank reserves the right to offset any losses from one program against any rebate earned under any other program.

Rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Participant.

To qualify for any rebate payment, all of the following conditions apply:

Settlement of any centrally billed account(s) must be by automatic debit or by Participant initiated ACH or wire.

Payments must be received by Bank in accordance with the Settlement Terms subject to the Average File Turn Adjustments. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14 for purchasing card, travel card, and Single Use Programs.  
The Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).  
The Participant is not in default under the Agreement.  
Account(s) must be current at the time of rebate calculation and payment.

Fees Schedule - for Programs using the HP processor (PaymentNet or smartdata solution)

<b>PROGRAM FEES</b>	
Annual card fee	\$0 00
Cash advance fee	2.5% (\$2.50 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00 per occurrence
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through Bank. If effected through the Association Participant shall pay any fees charged by the Association
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related \$0.00 Non-dispute-related 3 copy requests free then \$5 per copy request
Duplicate statement	\$5 per statement
Currency conversion fee	1% surcharge (Association pass-through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
<b>PAST DUE FEES</b>	
Late fee	<u>Central Bill</u> 1% of unpaid balance at cycle charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter charged on cycle date
<b>CARD DESIGN</b>	
Basic plastic	\$0.00
Participant logo added to Basic plastic	\$500 per logo for any newly designed logo. No fee for existing logos on new plastics
Customized plastic	At cost (pass through) based on complexity of design, subject to 1000 card minimum
<b>TRAINING AND CONSULTING</b>	
Training at Bank's site	\$0.00 (participant T&E not included)
Training at Participant's site(s)	\$0.00 for first session additional sessions @ \$1,550/day
<b>TECHNOLOGY SERVICES</b>	
PaymentNet setup fee	Waived
EDI setup/transmission	Pass through on all setup and development costs

Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	\$250 per hour (\$1,000 minimum)

Should the Participant request services not in this schedule, Participant agrees to pay the fees associated with such services.



Fees Schedule - for Programs using the TSYS processor (PaymentNet or smartdata solution)

PROGRAM FEES	
Annual card fee	\$0 00
Cash advance fee	2 0% (\$3 00 minimum)
Convenience check fee	2% of check amount (\$1 50/check minimum)
Rejected convenience check	\$0 00
Convenience check stop payment	\$0 00
Standard card replacement	\$0 00 per card
Card reinstatement	\$0 00
Emergency (rush) card replacement	\$25 per card if effected through Bank. If effected through the Association Participant shall pay any fees charged by the Association
Return check (payment)	\$15 per return
ACH return	\$0 00
Document retrieval	Dispute-related \$0 00 Non-dispute-related \$8 per document
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (Association pass through)
Dormant credit balance fee	\$0 00
Over-limit fee	\$0 00
Miscellaneous fees	None
PAST DUE FEES	
Late fee	NOTE Participant can be billed both a late fee and a finance charge Central Bill None
Finance charge	Central Bill Prime + 2% is applied to the average daily which is calculated as follows (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date <u>Travel Central Bill</u> Prime + 2% is applied to the average daily which is calculated as follows (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date
Delinquency fee	Central Bill None
CARD DESIGN	
Basic plastic	\$0 00
Participant logo plastic	\$500 per logo for any newly designed logo. No fee for existing logos on new plastics
Customized plastic	At cost (pass-through) based on complexity of design, subject to a 1 000 card minimum

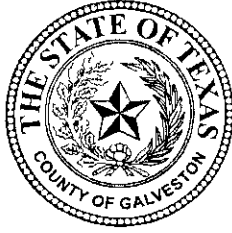
<b>TRAINING AND CONSULTING</b>	
Training at Bank's site	\$0.00 (Participant T&E not included)
Training at Participant's site(s)	\$1,550/day
<b>TECHNOLOGY SERVICES</b>	
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	SDOL custom mapper priced by MasterCard pass-through charge
<b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>	
Smartdata setup fee	\$0.00
SDOL monthly maintenance fee	\$50 per program per month WAIVED for the Contract Year in which the Participant reaches \$500,000 in annual spend
SDOL real time	\$0.00
<b>REWARDS PROGRAM</b>	

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

AGENDA

ITEM

#9



## COUNTY of GALVESTON HUMAN RESOURCES

Jan Piveral, SPHR  
Human Resources Director

September 10, 2012

To Patricia Grady

From Jan Piveral, SPHR

Re Commissioners' Court Agenda Item- Receive and file

Please submit the following *consent agenda item* for the September 18, 2012 Commissioners Court Agenda

Receive and file Application, Appointment & Oath of Office for Deputy submitted by Constable Michael Montez, Precinct 5

# REQUEST FOR PERSONNEL ACTION

Richard Avendano Jr

Name of Applicant

TYPE OF ACTION

**APPOINTMENT**

Appointment Promotion Transfer Reassignment etc

Address

09/10/2012

Effective Date of Action  
(MM/DD/YYYY)

Social Security Number

## CURRENT

Psn#	Grade	Budgeted Title	\$	\$
			Bi-Weekly	Hourly

Remarks

## REQUESTED

Psn#	Grade	Budgeted Title	\$	\$
2235000 602	N/A	Deputy Constable - Non-paid	0 00	Hourly

Remarks

Use "Current" and "Requested" if individual is presently employed by the County Use "Requested" ONLY if the individual is a NEW employee If position is not listed in County Budget please contact the Human Resources Dept

Constable PCT-5

Title (Print or Type)

Michael C. Montano

Elected Official/Department Head Signature

## DEPARTMENTAL BUDGET INFORMATION

1101-223500-5100000

IFAS ACCOUNT # (Fund Cost Center Object etc)

IFAS ACCOUNT # (Fund Cost Center Object etc)

IFAS ACCOUNT # (Fund Cost Center Object etc)

Calendar Code Employee Type

If position is Grant funded specify Type

In Accordance to FLSA regarding overtime is position

Exempt ☐ Non-Exempt ☐

Is position FT ☐ HT ☐ PT ☐

Is position benefit eligible? Yes ☐ No ☒

Is position eligible for a car allowance? Yes ☐ No ☒

Is position eligible for a longevity contribution? Yes ☐ No ☒

## DEPARTMENTAL EMPLOYEE CLASSIFICATION INFORMATION

Emergency Preparedness Tier Level 1 ☒ 2 ☐ 3 ☐ 4 ☐

Does position require a Commercial Driver's License? Yes ☐ No ☒

Is position classified as a Safety Impact position? Yes ☐ No ☐

## FOR HUMAN RESOURCES DEPARTMENT USE

Human Resources Director *[Signature]* Annual Budget ☐ Budget Amendment ☐

ORIGINAL - Human Resources • Department KEEP COPY FOR YOUR FILES

THE STATE OF TEXAS       )  
COUNTY OF GALVESTON    )

BEFORE ME, the undersigned authority, on this day personally appeared  
MICHAEL C. MONTE, Constable of Precinct 5 of  
Galveston County, Texas who, after being by me, duly sworn, upon oath, deposes and  
says

I am asking the Commissioners Court of Galveston County, Texas, for  
authority to appoint Richard Avendano Jr as a Reserve Deputy Constable  
for a period of two years. In making this application I certify and agree as  
follows

(A) The Applicant has successfully completed all training standards  
required of Peace Officers by the Texas Commission on Law Enforcement Officer  
Standards and Education (TCLEOSE) and is eligible for licensing. In addition,  
the Applicant will comply with TCLEOSE RULES Sec 211.100 and Sec 211.104  
relating to in-service training and annual firearms proficiency as such rules  
presently exist or may hereinafter be amended

(B) Including this Applicant I have no more than five Reserve Deputy  
Constables in my Department

(C) The Applicant will take the official oath and execute a bond in the  
amount of \$2,000 payable to me. This oath and bond will be filed with the County  
Clerk of Galveston County before the Applicants entry on duty and simultaneously  
with his appointment

(D) The Applicant will work a minimum of sixteen (16) hours per month.  
The Applicant will be permitted to serve as a peace officer only while actually  
discharging his official duties. While on duty the Applicant will be under my  
supervision and will be required to wear a distinctive uniform or a coat and tie.  
The Applicant will file with me a written report of all on-duty activities. This  
report will include, at a minimum, the days and hours worked and the activities  
conducted. This report shall be subject to inspection and copy of any member of  
the Commissioners Court or his authorized representative upon request.

(E) The County's Human Resources Department has been notified of this Applica-  
tion and will be notified of his termination if Applicant is terminated by me  
prior to expiration of the two year period.

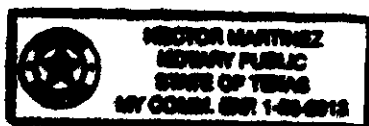
(F) The Commissioners Court's authorization of this appointment may be  
revoked at any time with or without cause. Upon notification of such revocation  
I agree to terminate the appointment so authorized.

(G) That this application is made to induce the Commissioners Court to  
authorize me to appoint Applicant as a reserve deputy constable pursuant to the  
authority granted it by 86.012 of the Local Government Code of the State of  
Texas.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Michael C. Mont  
CONSTABLE PRECINCT 5

Sworn to and subscribed before me, at 2576 TEXAS AVE, Texas, on  
this the 10 day of SEPTEMBER, A.D., 2010

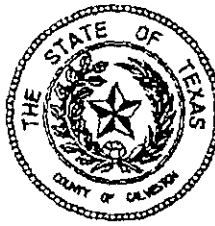


[Signature]  
Notary Public in and for Galveston County, Texas



2012051047

2 PGS



2012 SEP 12 PM 2:02

## APPOINTMENT OF DEPUTY

THE STATE OF TEXAS}  
COUNTY OF GALVESTON}

*Know All Men By These Presents*

That I, the undersigned, duly elected and qualified as Conservable PCT 5 in and for Galveston County, Texas, do hereby appoint

Richard Avendano Jr

as Deputy(ies) in my office, with full power and authority to do and perform all such official acts as may be lawfully done and performed by me in person

*Michael C. Miller*  
For Galveston County, Texas

## OATH OF OFFICE

THE STATE OF TEXAS}  
COUNTY OF GALVESTON}

I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Conservable PCT 5 in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State So Help Me God.

Richard Avendano Jr

Sworn to and subscribed before me, at Galveston, Texas on this the 10 day of September A D 2012

[Seal]



*Notary Public*  
For Galveston County, Texas  
By *[Signature]*

# FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

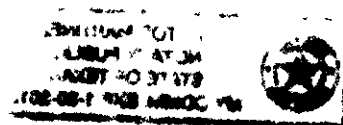
*Dwight D. Sullivan*

2012051047

September 19, 2012 10 42 37 AM

FEE \$0 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS





AGENDA

ITEM

#10

## Appointment of Central Counting Station Personnel

Position	Appointment
<b>Manager: Central Counting Station</b>	Dwight D. Sullivan, County Clerk
In charge of the overall administration of the Central Counting Station and the general supervision of personnel working at the station	
<b>Assistant Manager: Central Counting Station</b>	Bill Sargent, Chief Deputy Clerk for Elections
Assists the Central Counting Station Manager in overseeing the operations of the Central Counting Station. In addition, responsible for posting of the tally results on the GalvestonVotes.org Website	
<b>Tabulation Supervisor</b>	Susan Williams
In charge of the operation of the automatic tabulating equipment at the counting station	
<b>Assistant Tabulation Supervisor</b>	Shon Fragoso
Assists the tabulation supervisor in the operation of the automatic tabulation equipment and makes reports to the Secretary of State during election night	
<b>Receiving Supervisors</b>	Cindy Eddy, Jason Nguyen
Oversees and directs the receiving of equipment and election kits; the chain of custody for MBBs from the loading dock to the Central Counting Station, and the processing of paperwork received from the Election Day Judges	
<b>Central Counting Presiding Judge</b>	Bruce Woodcock 281-910-2098 <a href="mailto:bwoodcock@williams-financial.com">bwoodcock@williams-financial.com</a>
Maintains order at the counting station and has the same authority as an Election Day Judge ( <i>e.g., similar to that of a District Court Judge</i> ) as it relates to the conduct within the Central Counting Station. He administers oaths and oversees the conduct of the Logic and Accuracy Testing prior to any tabulation of the votes. He presides over the Resolution Board and appoints three clerks to represent the Republican Party	
<b>Central Counting Alternate Judge</b>	Lucille McGaskey 409-935-8421 <a href="mailto:lucillemcgaskey@yahoo.com">lucillemcgaskey@yahoo.com</a>
Assumes the responsibilities of the Presiding Judge when the Presiding Judge is unable to serve or is out of the Central Counting Station. Serves as the Alternate Judge of the Resolution Board	

<b>Election Clerks for the Central Counting Station/Resolution Board</b>	
<b>Republican</b>	<b>Democrat</b>
Barbara Meeks 281-236-3566	Alan Griffin 409-771-0236 <a href="mailto:dralangriffin@yahoo.com">dralangriffin@yahoo.com</a>
Chris Peden 281-808-8017	Emma Stanley 409-938-7113
<b>Libertarian</b>	
Bob Smither 281-331-2548 <a href="mailto:bob@smither.net">bob@smither.net</a>	
<b>Alternate Clerks</b>	
Joe Ignazio	Mary Gautier 409-744-9900 <a href="mailto:marygautier@att.net">marygautier@att.net</a>
Chris Lane	Nate Wilson 409-370-1813
<p><b>Resolution Board Background:</b></p> <p>The Resolution Board use to be authorized by the Texas Election Code. In recent years the State Legislature removed references to this board from the code. However, the Secretary of State's office has advised us that if the county wants to employ such a board there is not prohibition against doing so.</p> <p>There are a couple of purposes of this board. The first is to assist the Presiding Judge of the Central Counting Station in determining the intent of voters when resolving absentee/FPCA ballots. The second is to provide manpower to help duplicate ballots when they cannot be scanned by the automatic tabulating equipment (<i>e.g., ripped ballots, ballots where the barcode serial number is not clearly printed, and email ballots that have been returned by voters who are overseas</i>).</p> <p>The make up of this board is normally split between the two major political parties and minor parties are also allowed to participate. The Presiding Judge of the Central Counting Station maintains the statutory authority to make the final decision on resolving the ballots. That said, in the past four years, we cannot think of an instance where there was a disagreement among the board members about a voter's intent.</p>	

 Mark Henry, County Judge Date 9 / 18 / 2012

 Date 9 / 18 / 2012  
Dwight D. Sullivan, County Clerk

AGENDA

ITEM

#11

## **Election Worker Compensation Policy**

**Background:** In the Fall of 2011 we proposed the following policy to Commissioners Court.

No person can serve as an Election Judge or Alternate Judge unless they attend training during the current election cycle

Election Clerks are encouraged to attend training but if they are unable to do so they may serve, doing so at a reduced rate of pay. Those workers who attend training are paid \$10 per hour of service. Those who do not attend training receive \$8 per hour.

In addition, on the advise of County Legal, we are currently paying election workers who work more than 40 hours in a given county pay-week time-and-a-half (\$15 per hour) for the time worked over forty hours.

The decision approved by Commissioners Court applied only to the November 2011 and Primary 2012 elections.

**Impact:** The result of implementing this policy is that instead of having only 50% of our workers trained, in November 2011 we trained over 95% of them. The same applied to the Early Voting workers in the Primary and Primary Runoff Elections.

### **Action:**

We are requesting that Commissioners Court make the election worker compensation policy permanent.

The County Election Board discussed this proposal at its meeting in September and supports taking this action.

Human Services has requested we make it clear that working as an election Judge, alternate Judge or clerk does not make a person eligible for unemployment compensation. We have requested the Secretary of State allow us to add the language to the compensation form used during elections. The proposed language reads:

"I understand that I am not an employee of Galveston County and therefore I am not entitled to unemployment compensation or workers' compensation."

If SOS fails to approve same, it is our intent to have a separate form with this language signed by each election worker.

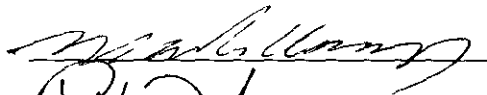
## RESOLUTION

Be it resolved that:

No person can serve as an Election Judge or Alternate Judge unless they attend training during the current election cycle

Election Clerks are encouraged to attend training but if they are unable to do so they may serve, doing so at a reduced rate of pay. Those workers who attend training are paid \$10 per hour of service. Those who do not attend training receive \$8 per hour

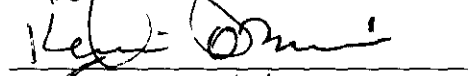
In addition, workers who work more than 40 hours in a given county "pay-week" will be compensated at a time-and-a-half rate for those hours worked in excess of forty hours



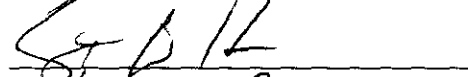
Mark Henry, County Judge



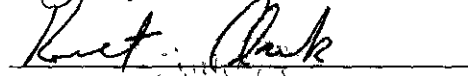
Patrick Doyle, Commissioner Precinct 1



Kevin O'Brien, Commissioner Precinct 2



~~Stephen~~  
Stephen Holmes, Commissioner Precinct 3



Ken Clark, Commissioner Precinct 4

Date: 9 / 18 / 2012.



Dwight D. Sullivan, County Clerk

Date: 9 / 18 / 2012

AGENDA

ITEM

#12a



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9.12.12	Department	Adult Probation				
Renewal Contract	Y	Orgkey		Object Code			
Contract Start Date	9.1.12	Vendor	Adult Psychiatric Center, Dr. Tirandaz				
Contract End Date	10/31/12	Vendor No	432263	Contract No			
Description	PSYCH Eval Individual / Group Counseling						
Contract # Issued By Purchasing		CM 09148		Requested Legal Review		Yes _____ No <u>X</u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals							
Total Cost							

Approved By	Date	Signature
Department Head		<u>Jamie Bane</u>
Purchasing Agent	9-13-2012	<u>[Signature]</u>
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office N/A



Extension of Agreement  
Between Service Provider  
and the County of Galveston  
Community Supervision and Corrections Department (CSCD)

The current Services Operations Agreement (SOA) for sex offender counseling and assessment services between the parties expires on August 31, 2012. The parties desire to extend this Agreement on the same terms and conditions and at the same price for possibly up through October 31, 2012 while CSCD goes out for bids for new or additional service providers.

Accordingly the current SOA will be extended on the same terms and conditions and at the same price for possibly up through October 31, 2012 or upon the execution of a new service operation agreement whichever occurs first.

Should this extension of the SOA terminate prior to October 31, 2012, CSCD will notify Service Provider of such termination in writing. Service Provider will be paid for its services through the date of such termination notice. Payment will be made in accordance with the terms and provisions of the Texas Prompt Payment Act.

Execution of this Extension Agreement shall not be construed to guarantee Service Provider that they will be awarded a new service operations agreement.

Name of Service Provider Hoskmond-Tirandaz MD at (APC)  
By Shiva Tirandaz At APC  
Printed Name/Title Shiva Tirandaz Office Manager  
Date 8/28/12

County of Galveston Community Supervision and Corrections Department

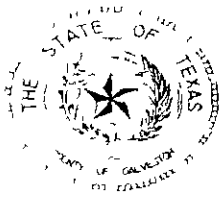
By [Signature]  
Printed Name/Title: Janis Bane, Director  
Date 8.28.12

[Signature]

AGENDA

ITEM

#12b



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9/12/12	Department	Adult Probation				
Renewal Contract	Y	Orgkey		Object Code			
Contract Start Date	9/1/12	Vendor	San Jacinto mental Health Rosslyn N Granger				
Contract End Date	10/31/12	Vendor No	704961	Contract No			
Description	PSYCH Eval Individual / Group Counseling						
Contract # Issued By Purchasing		CM 09149		Requested Legal Review		Yes _____ No <u>X</u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals							
Total Cost							

Approved By	Date	Signature
Department Head		<u>Janis Bane</u>
Purchasing Agent	<u>9-13-2012</u>	<u>[Signature]</u>
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office N/A

**Extension of Agreement  
Between Service Provider  
And the County of Galveston  
Community Supervision and Corrections Department (CSCD)**

The current **Services Operations Agreement (SOA)** for sex offender counseling and assessment services between the parties expires on August 31, 2012. The parties desire to extend this **Agreement** on the same terms and conditions and at the same price for possibly up through October 31, 2012 while **CSCD** goes out for bids for new or additional service providers.

Accordingly the current **SOA** will be extended on the same terms and conditions and at the same price for possibly up through October 31, 2012 or upon the execution of a new service operations agreement whichever occurs first.

Should this extension of the **SOA** terminate prior to October 31, 2012, **CSCD** will notify **Service Provider** of such termination in writing. **Service Provider** will be paid for its services through the date of such termination notice. Payment will be made in accordance with the terms and provisions of the Texas Prompt Payment Act.

Execution of this **Extension Agreement** shall not be construed to guarantee **Service Provider** that they will be awarded a new service operations agreement.

Name of Service Provider: Ben Juante Mental Health Inc  
By: Kosslyn M Granger - LSCOT  
Printed Name/Title: Kosslyn M Granger LCSW  
Date: 8/28/12 LSCOT

County of Galveston Community Supervision and Corrections Department

By: Janis Bane  
Printed Name/Title: Janis Bane, Director  
Date: 8.29.12

AGENDA

ITEM

#12c



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**  
**Contract Approval Request**

Date of Request	9.12.12	Department	Adult Probatio				
Renewal Contract	Y	Orgkey		Object Code			
Contract Start Date	9.1.12	Vendor	Collier M Cole PhD Rosenberg Clinic				
Contract End Date	10/31/12	Vendor No	034124		Contract No		
Description	Sex Offender Counseling						
Contract # Issued By Purchasing		CM12012		Requested Legal Review		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals							
Total Cost							

Approved By	Date	Signature
Department Head		<u>Janis Bane</u>
Purchasing Agent	9-13-2012	<u>[Signature]</u>
County Legal		
Contract listed in Budget Documentation (Yes/No)		
County Budget Office	N/A	

**Extension of Agreement  
Between Service Provider  
And the County of Galveston  
Community Supervision and Corrections Department (CSCD)**

The current **Services Operations Agreement (SOA)** for sex offender counseling and assessment services between the parties expires on August 31, 2012. The parties desire to extend this **Agreement** on the same terms and conditions and at the same price for possibly up through October 31, 2012 while CSCD goes out for bids for new or additional service providers.

Accordingly the current SOA will be extended on the same terms and conditions and at the same price for possibly up through October 31, 2012 or upon the execution of a new service operation agreement whichever occurs first.

Should this extension of the SOA terminate prior to October 31, 2012, CSCD will notify **Service Provider** of such termination in writing. **Service Provider** will be paid for its services through the date of such termination notice. Payment will be made in accordance with the terms and provisions of the Texas Prompt Payment Act.

Execution of this **Extension Agreement** shall not be construed to guarantee **Service Provider** that they will be awarded a new service operations agreement.

Name of Service Provider: Rosenberg Clinic  
By Cecilia M. Cole, PhD  
Printed Name/Title: Psychologist, LSGTP  
Date: 8-29-12

County of Galveston Community Supervision and Corrections Department

By Janis Bane  
Printed Name/Title: Janis Bane, Director  
Date 9-28-12

AGENDA

ITEM

#13

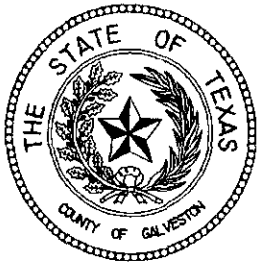


NO  
BACK – UP  
PROVIDED

AGENDA

ITEM

#14



## **Galveston County Nuisance Abatement Program**

Garret Foskit  
Nuisance Abatement Officer

Phone 409-766-4509  
Fax 409-766-4510

September 13, 2012

Hon Mark Henry, County Judge  
Hon County Commissioners Court  
722 Moody, Suite 200  
Galveston, TX 77550

RE: Abatement of One (1) Public Nuisance

Gentlemen

Below I have described the properties with the location and nuisance. This property is tax foreclosed and has the demolition approval from the relevant taxing entities, it is in violation of the City of La Marque's building and nuisance codes. This property has gone through the administrative process. All structures located on the property below are to be demolished and the lot cleared. Funds have been allocated (Account# 1101-110000-542930) for Neighborhood Nuisance Abatement Program. We request the permission of Commissioners Court to order the abatement of the public nuisance. Per the tax code there will not be any liens filed, however all costs associated with these properties will be documented with each property and would allow the County to be reimbursed if the situation allows.

Site	Violations
2109 Irene – La Marque	Dilapidated Structure, High Grass and Weeds

Sincerely,

A handwritten signature in black ink, appearing to read "Garret Foskit", is written over a horizontal line.

Garret Foskit  
Nuisance Abatement Officer

AGENDA

ITEM

#15



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
HEADQUARTERS, 1ST BATTALION  
5TH SPECIAL FORCES GROUP (AIRBORNE), 1ST SPECIAL FORCES  
6103 WICKHAM AVE  
FORT CAMPBELL, KENTUCKY 42223

AOSO-SIA-I-CO

11 July 2012

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FIRST BATTALION FIFTH SPECIAL FORCES GROUP (AIRBORNE) AND

SUBJECT: License Agreement for Land Use of  
GALVESTON COUNTY PARKS ANY OR ALL WITHIN THE COUNTY premises  
for OPERATION VOLKMAN SHADOW

1 Purpose To codify the verbal agreement between 1<sup>st</sup> Battalion, 5<sup>th</sup> SFG (A) and

GALVESTON COUNTY

for use of ANY COUNTY PARK

for the dates of 7 SEP 2012 TO 30 SEP 2012

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows

2 Revocable License The Licensor hereby grants a revocable license to enter into and upon the lands and premises hereinafter described, viz ANY COUNTY OWNED PARK premises in order to conduct military training.

3 Term. This license shall be for a term beginning 7 SEP 2012

4 Compensation Licensor provides this license to the Government at NO - ZERO cost

5 Scope and Stipulations of Training Activities The training event may include the following

A Utilization of land for storing equipment or personnel involved in OPERATION VOLKMAN SHADOW

The specific training activities that will be conducted pursuant to this license agreement will be discussed and agreed to between Licensor and the Government during the walkthrough, described in paragraph 6, below

6 Joint Survey and Inspection Prior to the Government's use of the premises under this license, representatives of the Government and Licensor will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary as a result of the training. The Government will

prepare a written memorandum to document the scope of the training activities, repairs that the Government will perform at the conclusion of the training event, and the results of the joint survey and inspection. Should Licensor elect not to participate in the inspection, the Government will attach the memorandum to this license. Subsequent to the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any.

## 7 Liability

a. Government Liability to Licensor or Third Parties The Government is responsible under the terms of the Federal Tort Claims Act (FTCA) 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. § 2733, as appropriate, to the Licensor and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of Government employees acting within the scope of their employment. The Government agrees to return the property to the Licensor in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. The Government reserves the right to make repairs to the property that would return it to the Licensor in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA or MCA. Licensor or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated for adequately by the Government using other means. The FTCA provides a means of recovery for wrongful or negligent acts by Government personnel. The MCA provides a means of recovery for damages or injuries by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Licensor Liability to the Government Licensor is not liable to the Government for damage or destruction of Government property or equipment, or injury or death of Government personnel. Licensor makes no representation that the property is suitable for the contemplated training. Government representatives will inspect and evaluate the suitability and safety of the property for the proposed training. The Government acknowledges that these premises may contain hazardous conditions.

8. Contract Damages to Property Licensor agrees to notify the Government of any damage to the premises, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 3, above. Failure to notify the Government within the five (5) day period constitutes a waiver of such damage claim. The Government agrees to negotiate a settlement within fifteen (15) days of notification of damage. Any payments by the Government under this license are subject to the availability of funds for such purpose.

9. Facsimile The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

10. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed

to the Licensor at 722 MOODY, GALVESTON, TX 7550 and if given by the Licensor shall be addressed to the US Army, 1<sup>st</sup> Battalion, 5<sup>th</sup> Special Forces Group (Airborne), at CPT Christopher Ghorbani.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written

Mark Henry  
LICENSOR

COUNTY JUDGE  
GALVESTON COUNTY

Adam Sniddy SFC Adam Sniddy  
THE UNITED STATES OF AMERICA

BY \_\_\_\_\_  
Printed Name Christopher Ghorbani  
Rank/Service CPT, USA  
Authority By Direction  
Date

AGENDA

ITEM

#16





**THE COUNTY OF GALVESTON**

**RIGHT OF WAY /  
REAL ESTATE SERVICES**

722 Moody, 1<sup>st</sup> Floor  
Galveston, Texas 77550

(281) 316-8300, Ext 5577

September 7, 2012

Honorable Mark Henry, County Judge  
Hon Galveston County Commissioners' Court  
Galveston County Courthouse  
722 Moody  
Galveston, Texas 77550

Re Parcels 127 – F M 646  
Limits: F M 1764 to S H 6

Gentlemen

For your consideration, we are attaching original deed and right of way lien release covering Parcel 127 required for the captioned F M 646 Project Parcel 127, consisting of 69 square feet of land and improvements (drive, fencing), was appraised at \$2,227 00 TxDOT will reimburse the County for 90% of the Right of Way cost

If you are agreeable to accepting this transaction, please have the deed and partial lien release recorded in the County Clerk's Official Public Records After recording, the original instrument should be returned to the Right of Way Department

Yours very truly,

A handwritten signature in cursive script that reads "Claudette Fickessen".

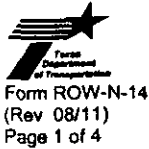
Claudette Fickessen

Encl  
cf

cc Commissioner Kevin O'Brien, Precinct 2



**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



## DEED

**STATE OF TEXAS**

§

**ROW CSJ: 0978-01-024**

§

**Parcel 127 F.M. 646**

§

**COUNTY OF GALVESTON**

**WHEREAS**, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

**WHEREAS**, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects,

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, Thomas A Munoz, a single man whose marital status has not changed since the purchase of this property, the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Two Thousand, Two Hundred and Twenty-Seven & no/100 Dollars (\$ 2,227 00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes

**SAVE and EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit

Wood Fencing

Grantors covenant and agree to remove the above-described improvements from said land by the 30<sup>th</sup> day of November, 2012, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing, and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever

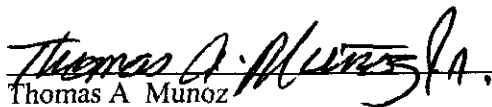


Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof, and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever, and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

**IN WITNESS WHEREOF**, this instrument is executed on this the 13 day of July, 2012

  
Thomas A. Munoz

\_\_\_\_\_

\_\_\_\_\_

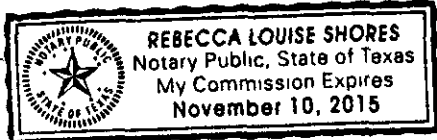
\_\_\_\_\_

**Acknowledgement**

State of Texas  
County of Galveston

This instrument was acknowledged before me on July 13 2012

By Thomas A Munoz



A handwritten signature in dark ink, appearing to be "RLS", written over a horizontal line.

Notary Public's Signature

**Corporate Acknowledgment**

State of Texas  
County of

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

of \_\_\_\_\_,

a \_\_\_\_\_ corporation, on behalf of said corporation

\_\_\_\_\_  
Notary Public's Signature

EXHIBIT A

County Galveston  
Highway FM 646  
Limits From FM 157 to SH 6  
ROW CSJ 0978-01-032  
ROW Account 8012-02-068

Property Description for  
Parcel 127

BEING a 0 002 of one acre (69 square feet) parcel of land located in the John Brennan Survey, Abstract No. 42, Galveston County, Texas, being a portion of Lot 23 of Langford Subdivision of record in Volume 254-A, Page 70 of the Galveston County Map Records, Texas (G.C M R.), said Lot 23 conveyed to Tiffany J Curtner and Andy C. Curtner by deed of record in County Clerk File No 2002009573, Film Code No 016-59-1250 of the Official Public Records of Real Property Galveston County, Texas (O P R O R P.G C ), said 0 002 of one acre being more particularly described as follows

COMMENCING at a point marking the northwesterly corner of said Lot 23, being the southwesterly corner of Lot 24 of said Langford Subdivision, from which a 1/2-inch iron rod found bears South 50°29' East, a distance of 0 31 feet, thence as follows,

THENCE, North 88°02'13" East, along the northerly line of said Lot 23, being the southerly line of said Lot 24, a distance of 171 28 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646, for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,119.72, Y = 13,709,614 12,

- 1) THENCE, North 88°02'13" East, continuing along the northerly line of said Lot 23, being the southerly line of said Lot 24, a distance of 0 35 feet to a point in the existing westerly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 735, Page 481, of the Galveston County Deed Records (G.C D R ), being the northeasterly corner of said Lot 23, same being the southeasterly corner of said Lot 24 and being in a curve to the left, from which a 1/2-inch iron rod found bears North 49°39' East, a distance of 0 33 feet;
- 2.) THENCE, in a southeasterly direction, along the existing westerly right-of-way line of FM 646 and along said curve to the left, having a radius of 1,004.93 feet, a central angle of 04°27'18", an arc length of 78 14 feet and a chord bearing of South 17°08'57" East, a distance of 78 12 feet to a point marking the southeasterly corner of said Lot 23, being the northeasterly corner of Lot 22 of said Langford Subdivision, from which a 2-1/2-inch iron pipe found bears North 86°01' West, a distance of 0 39 feet,
- 3) THENCE, South 88°02'19" West, along the northerly line of said Lot 22, being the southerly line of said Lot 23, a distance of 1 84 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed westerly right-of-way line of FM 646 and being in a curve to the right;

EXHIBIT \_\_\_\_

- 4) THENCE, in a northwesterly direction, along the proposed westerly right-of-way line of FM 646 and along said curve to the right, having a radius of 1,492.00 feet, a central angle of 02°59'08", an arc length of 77.75 feet and a chord bearing of North 16°05'25" West, a distance of 77.74 feet to the POINT OF BEGINNING and containing 0.002 of one acre (69 square feet) of land

Notes

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT

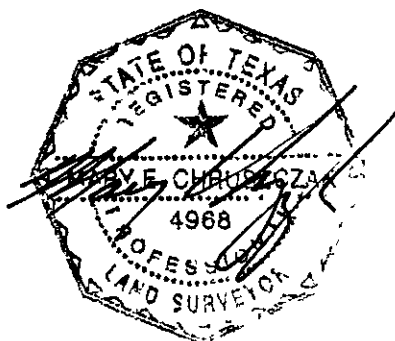
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003

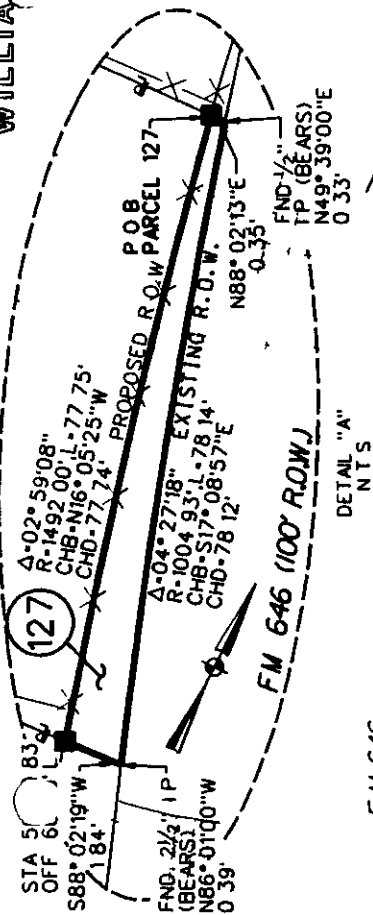
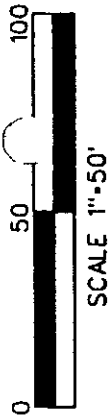
Prepared By.

GeoSolutions, Ltd.  
1440 Lake Front Circle, Suite 110  
The Woodlands, Texas 77380  
Tel 281-681-9766



4-18-06

# WILLIAM KELLY SURVEY A-139



F.M. 646

RECORD INFORMATION  
VOL 735, PG 481  
G.C.D.R.

## LEGEND

- Set 3/8" IR w/TxDOT Alum Cap
- Fnd 3/8" IR w/TxDOT Alum Cap
- Set (Type Indicated at Location)
- Fnd (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- STA. STATION
- OFF. OFFSET
- R.O.W. RIGHT OF WAY
- N.T.S. NOT TO SCALE

## NOTES

- 1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013
- 2 THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE BRIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT
- 3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006
- 4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT
- 5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

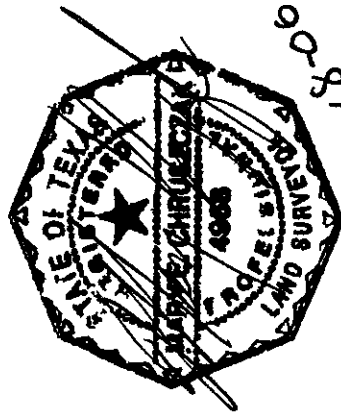
# JOHN BRENNAN SURVEY A-42

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS' FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY

PAGE 3 OF 3

ACCOUNT NO 8012-02-068

PARCEL 127



\* CALCULATED AREA

## REVISIONS

1	
---	--

EXISTING	TAKING	REMAINING
0.314 AC	0.002 AC 69 Sq Ft	0.312 AC

**CS Solutions, Ltd.**

Tel (281) 681-9766 Fax (281) 681-9779

PARCEL 127  
FM 646

GALVESTON COUNTY, TEXAS  
ROW C S J 0978-01-032

DATE APRIL, 2006

SCALE 1" = 50'

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012051057

September 19, 2012 10 55 56 AM

FEE \$36 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS





Parcel 127 - F M 646

**RIGHT OF WAY LIEN RELEASE**

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

WHEREAS, by that certain instrument dated the 12<sup>th</sup> day of August, 2009, recorded under Microfilm Number 2009045875 in the Official Public Records of Real Property in Galveston County, Texas, lien was established and made effective against all of that certain tract, piece or parcel of land located in the county aforesaid, reference being here made to the record of such instrument for a full description of said land, said lien being established for the purpose of securing the payment of a certain indebtedness as particularly described and set forth in the instrument aforesaid, and as additional security for payment of said indebtedness the said Thomas A. Munoz, Jr. did on the 12<sup>th</sup> day of August 2009, execute and deliver their certain Deed of Trust to Edward Kershner, Trustee for Wells Fargo covering the same tract of land described in the aforesaid instrument, said Deed of Trust being recorded under Microfilm No 2012004763 in the Official Public Records of Real Property in Galveston County, Texas, and,

WHEREAS, the County of Galveston, Texas, acting on behalf of the State of Texas, has acquired, or is in the process of acquiring, title to a part and parcel of such land covered by said lien, said part and parcel hereof being particularly described as follows:

As described in Exhibit "A"

WHEREAS, it is necessary that said lien be released insofar as it appertains to or affects the title of the above described part and parcel of land;

NOW, THEREFORE, we, being the legal owner and holder of said indebtedness and lien, in consideration of the premises and the sum of \$ 1.00 to us in hand paid do hereby remise, release and forever quitclaim unto Thomas A. Munoz, Jr., a Single Person, his, executors, administrators, successors, and assigns, the aforesaid lien, as well as all such other right, title, lien or claim in or to the part and parcel of land hereinabove described as may have been created by or have arisen from the transactions above mentioned, which we may own or did own at the time of such payment;

Provided, however, that this partial release shall not be construed to waive, or in any manner affect or invalidate the lien held and owned by the undersigned upon the residue of said property as fully described in the instrument hereinabove mentioned.

IT WITNESS WHEREOF, this instrument is executed on this the 2nd day of August, 2012

Wells Fargo Bank, N A

By: Lorna L. Slaughter  
Lorna L. Slaughter, Vice President

### ACKNOWLEDGMENT

THE STATE OF MARYLAND

§

§

COUNTY OF WASHINGTON

§

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Lorna L. Slaughter, Vice President, of Wells Fargo Bank N A, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Wells Fargo Bank N A, a banking institution that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such banking institution for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of August, 2012

By Gordon D.P. Fanning  
Notary Public in and for  
The State of Maryland



My Comm Exp 07/22/2013

EXHIBIT A

County Galveston  
Highway FM 646  
Limits: From FM 157 to SH 6  
ROW CSJ 0978-01-032  
ROW Account 8012-02-068

Property Description for  
Parcel 127

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- 2 ) THENCE, in a southeasterly direction, along the existing westerly right-of-way line of FM 646 and along said curve to the left, having a radius of 1,004 93 feet, a central angle of 04°27'18", an arc length of 78 14 feet and a chord bearing of South 17°08'57" East, a distance of 78 12 feet to a point marking the southeasterly corner of said Lot 23, being the northeasterly corner of Lot 22 of said Langford Subdivision, from which a 2-1/2-inch iron pipe found bears North 86°01' West, a distance of 0 39 feet,
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EXHIBIT —

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Notes

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\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

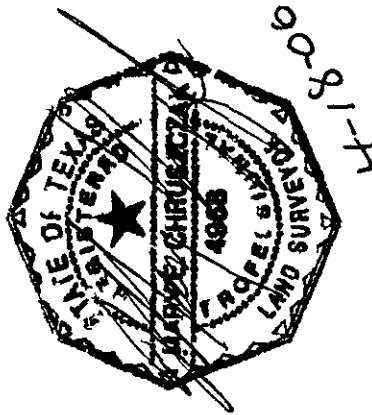
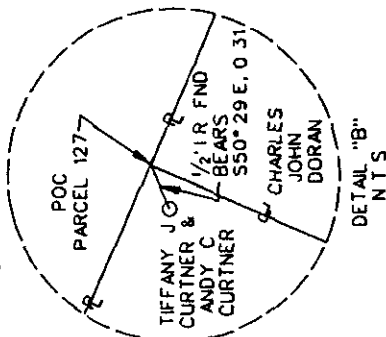
I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By

GeoSolutions, Ltd  
1440 Lake Front Circle, Suite 110  
The Woodlands, Texas 77380  
Tel 281-681-9766



4-18-06



- CALCULATED AREA

REVISIONS		
EXISTING	TAKING	REMAINING
0 314 Ac	0 002 Ac 69 Sq Ft	0 312 Ac

Geo. Solutions, Ltd.

**Tel (281) 681-9766    Fax (281) 681-9779**

**PARCEL 121**

GALVESTON COUNTY, TEXAS  
ROW CSJ 0978-01-032

DATE APRIL 2006

SCALE 1" = 50'

### BASELINE CURVE DATA

PISTA-51°10'42"  
X-3,213,145 42"  
Y-13,109,551 97"  
Δ-30°30'25"  
R-1432 00' L-766"  
CHB-N17° 10'12"W  
CHD-753 49'

P.O.B  
PARCEL 127  
X-3.213,119 72  
Y-13.709,614 12  
STA. 51.65 45  
OFF 60 00.1

PROPOSED BASELINE

FM 646 (100' R.O.W.)

JOHN BRENNAN SURVEY  
A-42

DEED REFERENCES WITH VOL AND PG ARE OF THE GALVESTON COUNTY DEED RECORDS. G C C R INDICATES GALVESTON COUNTY PLAT RECORDS, AND C F INDICATES CLERKS' FILE NO OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.

PARCEL 127

ACCOUNT NO 8012-02-068

PAGE 3 OF 3

ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL

uogn'FM646\_PAR127.dgn 4/18/2006 8:40:04 AM by n\_polls

F.M. 646

RECORD INFORMATION

VOL 735, PG 481

RR  
D  
C  
C

## LEGEND

- ☒ Set 5/8" IR w/TxDOOT Alum Cap  
☐ Fnd 5/8" IR w/TxDOOT Alum Cap  
☐ Set (Type Indicated at Location)  
☐ Fnd (Type Indicated at Location)  
☐ GAS PUMP  
☒ MONITOR WELL  
☐ WATER METER  
☐ 2'X2' GAS COVER  
☐ PROPERTY LINE  
☐ SURVEY LINE  
☐ LANDHOOK

**BREAK**

POB POINT OF BEGINNING

STA	STATION	POC POINT OF COMMENCING
1	100	100
2	200	200
3	300	300
4	400	400
5	500	500
6	600	600
7	700	700
8	800	800
9	900	900
10	1000	1000
11	1100	1100
12	1200	1200
13	1300	1300
14	1400	1400
15	1500	1500
16	1600	1600
17	1700	1700
18	1800	1800
19	1900	1900
20	2000	2000
21	2100	2100
22	2200	2200
23	2300	2300
24	2400	2400
25	2500	2500
26	2600	2600
27	2700	2700
28	2800	2800
29	2900	2900
30	3000	3000
31	3100	3100
32	3200	3200
33	3300	3300
34	3400	3400
35	3500	3500
36	3600	3600
37	3700	3700
38	3800	3800
39	3900	3900
40	4000	4000
41	4100	4100
42	4200	4200
43	4300	4300
44	4400	4400
45	4500	4500
46	4600	4600
47	4700	4700
48	4800	4800
49	4900	4900
50	5000	5000
51	5100	5100
52	5200	5200
53	5300	5300
54	5400	5400
55	5500	5500
56	5600	5600
57	5700	5700
58	5800	5800
59	5900	5900
60	6000	6000
61	6100	6100
62	6200	6200
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64	6400	6400
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67	6700	6700
68	6800	6800
69	6900	6900
70	7000	7000
71	7100	7100
72	7200	7200
73	7300	7300
74	7400	7400
75	7500	7500
76	7600	7600
77	7700	7700
78	7800	7800
79	7900	7900
80	8000	8000
81	8100	8100
82	8200	8200
83	8300	8300
84	8400	8400
85	8500	8500
86	8600	8600
87	8700	8700
88	8800	8800
89	8900	8900
90	9000	9000
91	9100	9100
92	9200	9200
93	9300	9300
94	9400	9400
95	9500	9500
96	9600	9600
97	9700	9700
98	9800	9800
99	9900	9900
100	10000	10000

LES 130 OFF

ROW RIGHT OF WAY

NTS NOT TO SCALE

## NOTES

1 ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.) ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY 1x10<sup>6</sup> CONVERSION FACTOR OF 1.00013

2 \*\* THE MONUMENT DESCRIBED AND SET IN THIS CALL  
MAY BE REPLACED WITH A 1x00 TYPE URIGHT OF  
WAY MARKER UPON THE COMPLETION OF THE HIGHWAY  
CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A  
REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER  
EMPLOYED OR RETAINED BY 1x001

3 THIS MAP IS BASED ON ABSTRACTING PERFORMED BY  
POSTLE PROPERTY SERVICES IN MAY 2003  
MAP COMPLETED IN APRIL 2006

4 PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT

5 ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM  
THE REMAINDER OF THE PROPERTY ADJACENT TO THIS  
PARCEL

# FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012051058

September 19, 2012 10 55 56 AM

FEE \$32.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#17



# COUNTY OF GALVESTON

On this the 18<sup>th</sup> day of September, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

**Mark A. Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3,**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

**Whereas**, at a time when this nation's young people face difficult challenges, the **Boy Scouts of America** is one of this country's finest assets, providing youth with an educational program that contributes to their character development, citizenship training and improved mental and physical fitness, and

**Whereas**, the highest rank a **Boy Scout** can attain is that of **Eagle Scout** and **Thomas Martin Doyle**, after considerable effort and diligent preparation has joined the small percentage of young men who have attained that rank and has had bestowed upon him the prestigious **Eagle Court of Honor**; and

**Whereas**, this outstanding young man, who is the son of **Patrick F. and Stephanie S. Doyle**, has been in **Scouting** for many years, having first joined **Cub Scout Troop 240** in September of 2002 He received the **Cub Scout Arrow of Light** in February of 2007 He then joined **Boy Scout Troop 246** in February of 2007 and received his **Eagle Scout** in August of 2012, and

**Whereas**, during his many years of **Scouting**, this outstanding young man has lived up to **Scouting's** ideals and has attained all of the necessary achievements, including completion of a community service project which was successfully planned, developed and executed For his project **Thomas** repaired and restored the Attwater Prairie Preserve gazebo, saltwater retention tub and walking bridge located off of S H 146 and Moses Lake in Texas City, Texas, and

**Whereas**, **Thomas'** perseverance in rising through the ranks to **Eagle Scout** is a strong indication of his ability to master difficult tasks, his accomplishments will enable him to emerge as a leader fully equipped to meet the challenges of today's complex society He is a credit to his family, his school, his community, his state and his nation and no doubt his future will be filled with accomplishments of equal importance, and

**Whereas**, it is appropriate that we should pause to recognize **Thomas Martin Doyle** as one of the most impressive young people in our county

**Now, Therefore Be it Resolved** that the **Commissioners' Court of Galveston County** does hereby congratulate **Thomas Martin Doyle** and applaud and honor him on becoming an **Eagle Scout** and extend to him our best wishes for every future success


**Be it Further Resolved** that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to **Thomas Martin Doyle** as a token of the esteem in which he is held by the citizens of Galveston County

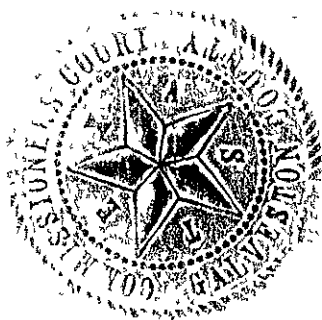
**Upon Motion Duly Made and Seconded** the above **Resolution** was unanimously passed on this 18<sup>th</sup> day of September, 2012

Attest

  
Dwight D. Sullivan, County Clerk

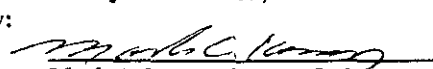
  
Patrick F. Doyle, Comm., Pct. #1


  
Kevin D. O'Brien, Comm., Pct. #2

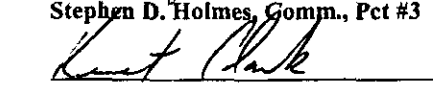


By:

County of Galveston, Texas

  
Mark A. Henry, County Judge

  
Stephen D. Holmes, Comm., Pct #3

  
Kenneth Clark, Comm., Pct #4



AGENDA

ITEM

#18

On this the 18<sup>th</sup> day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

**Mark Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

**An Order Designating the First Tuesday of Each Month as the Regular Term of the Galveston County Commissioners' Court.**

**Whereas**, V T C A , Local Government Code 81 005(a) provides that at the last regular term of each fiscal year of the County, the Commissioners' Court by Order shall designate a day of the week on which the Court shall convene in a regular term each month during the next fiscal year

**Whereas**, the fiscal year for the County of Galveston begins on October 1 of each year,

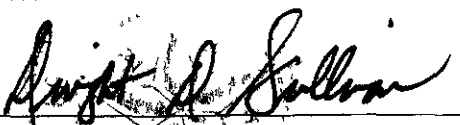
**Now, Therefore, Be it Ordered** that, for the upcoming fiscal year, the Commissioners' Court shall convene in a regular term on the first Tuesday of each month

**Upon Motion Duly Made and Seconded** the above Order was unanimously passed this 18<sup>th</sup> day of September, 2011

**County of Galveston, Texas**

By   
**Mark Henry, County Judge**

**Attest:**

  
**Dwight D. Sullivan**  
**County Clerk**

depts\contract\resolut\regular term 2012

AGENDA

ITEM

#19

On this the 18<sup>th</sup> day of September, 2012, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

**Mark Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

**An Order Setting Civil Citation Fees to be Charged by the  
Galveston County Sheriff and Constables for Calendar Year 2013**

**Whereas**, §118.131 of the Local Government Code authorizes the Commissioners' Court of each county to set reasonable fees to be charged for services by the offices of Sheriffs and Constables, and

**Whereas**, upon analysis of the projected costs of serving judicial civil process for the upcoming calendar year, a determination has been made as to the level of fees required to recoup the costs to Galveston County for this service, and

**Whereas**, the Commissioners' Court is of the opinion that the following fees are reasonable and should be established effective January 1, 2013, for this service of civil process in Galveston, and

**Whereas**, for each person, corporation, or other legal entity upon whom service of citation, precepts, subpoena, summons or process not otherwise provided for, if performed or attempted and return made, including mileage, if any, the Sheriff and Constables shall receive a fee of the following

<b>GALVESTON COUNTY FEES</b>		
<b>Notices:</b>	<b>Subpoenas</b>	<b>\$ 70.00</b>
	<b>Summons</b>	<b>\$ 70.00</b>
	<b>Writ of Attachment</b>	<b>\$ 150.00</b>
	<b>Writ of Garnishment</b>	<b>\$ 150.00</b>
	<b>Writ of Sequestration</b>	<b>\$ 200.00</b>

<b>Notices Continue:</b>	<b>Orders of Sale</b>	<b>\$ 150.00</b>
	<b>Writ of Possession</b>	<b>\$ 200.00</b>
	<b>Forcible Detainer</b>	<b>\$ 55.00</b>
<b>Service Fees:</b>	<b>Small Claims Citation</b>	<b>\$ 55.00</b>
	<b>Justice Court Citation</b>	<b>\$ 55.00</b>
	<b>All Other Courts' Citations</b>	<b>\$ 70.00</b>
<b>Other Service Fees:</b>	<b>Citation</b>	<b>\$ 70.00</b>
	<b>Deposition Subpoena</b>	<b>\$ 70.00</b>
	<b>Posting</b>	<b>\$ 65.00</b>
	<b>Publication</b>	<b>\$ 65.00</b>
	<b>Notice</b>	<b>\$ 65.00</b>
	<b>Execution</b>	<b>\$ 150.00</b>
	<b>Delivery Bond</b>	<b>\$ 65.00</b>
	<b>Replevy Bond</b>	<b>\$ 65.00</b>
	<b>Restitution</b>	<b>\$ 150.00</b>
	<b>Precept</b>	<b>\$ 80.00</b>
	<b>Show Cause</b>	<b>\$ 75.00</b>
	<b>Injunction</b>	<b>\$ 65.00</b>
	<b>Restraining Order</b>	<b>\$ 65.00</b>
	<b>Summons &amp; Complaint</b>	<b>\$ 65.00</b>
	<b>Commitment</b>	<b>\$ 55.00</b>
	<b>Trustee Sale</b>	<b>\$ 85.00</b>
	<b>Certiorari</b>	<b>\$ 75.00</b>
	<b>Habeas Corpus</b>	<b>\$ 65.00</b>
	<b>Scire Facias</b>	<b>\$ 65.00</b>
	<b>Distress Warrant</b>	<b>\$ 70.00</b>
	<b>Any Other Non-Writ</b>	<b>\$ 65.00</b>
	<b>Any Other Writ</b>	<b>\$ 150.00</b>
	<b>Tax Suits (Galveston County)</b>	<b>\$ 70.00</b>

Other	Tax Suits (out of county)	\$ 100.00
Service Fees		
Continue:	Execution: Order of Sale; other Sheriff or Constable Sales	\$150.00 plus \$35.00 per deputy per hour for Executions exceeding 4 hours

**Be It Further Ordered, Adjudged and Decreed** that the fees as prescribed above are hereby established by this Commissioners' Court effective January 1, 2013, and that they shall remain in effect until further order of this Court

**Be it Further Ordered** that beginning no later than October 1<sup>st</sup> and continuing for 30 thereafter a notice setting out the fees shall be posted both at the Courthouse door and at a public place in each County Commissioner's Precinct

**Be it Further Ordered** that a notice setting out the fees shall be posted in the offices District and County Clerks, the Sheriff, the various Constables and the various Justices of the Peace and any other County Officials who are authorized to charge the fees

**Be it Further Ordered** that the County Clerk is to furnish a certified copy of this Order to the Comptroller of Public Accounts before October 15<sup>th</sup> of this year

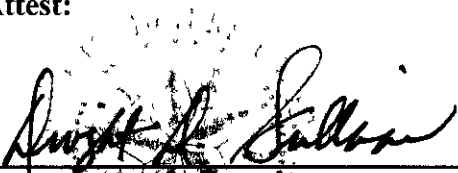
**It is Further Ordered** that the District and County Clerks, the Justices of the Peace, the Sheriff, the Constables and any other affected official or department make appropriate revisions of their fee schedules and deposit requirements to incorporate therein the above fee prescribed by this Court

**Upon Motion Duly Made and Seconded**, the above Resolution was passed this 18<sup>th</sup> day of September, 2012

County of Galveston, Texas

By:   
Mark Henry, County Judge

Attest:

  
Dwight D. Sullivan,  
County Clerk  
Depts/Committee/Resolut/ HB1617.2012



**Galveston County Legal Department**  
County Civil Citation 2013 Comparison Chart

	GALVESTON	HARRIS	*DALLAS	BEXAR	*TARRANT	*TRAVIS	EL PASO	HIDALGO	*COLLIN	*FORT BEND	*DENTON	CAMERON	*NUECES	*CHAMBERS	*BRAZORIA	*MONTGOMERY	*JEFFERSON
Est. Population	291 309	4,092,459	2,368,139	1,714 773	1,809,034	1,024,266	800 647	774,769	782,341	585,375	662,614	406 220	340,223	35,096	313,166	455 746	252,273
ITEM																	
	Constable								Sheriff								
Subpoena	\$70 00	\$70 00	\$75 00	\$60 00	\$75 00	\$70 00	\$100 00	\$70 00	\$75 00	\$55 00	\$60 00	\$60 00	\$75 00	\$75 00	\$100 00	\$65 00	\$65 00
Summons	\$70 00	\$70 00	\$75 00	\$60 00	\$75 00	\$70 00	\$100 00	\$70 00	\$5 00	N/A	\$60 00	\$60 00	\$75 00	\$75 00	\$75 00	\$65 00	\$65 00
Writ of Attachment	\$150 00	\$100 00	\$140 00	\$210 00	\$150 00	\$145 00	\$200 00	\$200 00	\$175 00	\$150 00	\$150 00	\$80 00	\$160 00	\$175 00	\$150 00	\$130 00	\$150 00
Writ of Garnishment	\$150 00	\$75 00	\$140 00	\$207 00	\$75 00	\$105 00	\$100 00	\$80 00	\$175 00	\$150 00	\$85 00	\$75 00	\$160 00	\$175 00	\$150 00	\$130 00	\$125 00
Writ of Sequestration	\$200 00	\$125 00	\$140 00	\$210 00	\$150 00	\$145 00	\$200 00	\$200 00	\$175 00	\$150 00	\$150 00	\$200 00	\$160 00	\$175 00	\$150 00	\$130 00	\$200 00
Orders of Sale	\$150 00	\$125 00	\$140 00	\$195 00	\$150 00	\$205 00	\$200 00	\$200 00	\$175 00	N/A	\$100 00	\$200 00	\$160 00	\$100 00	\$150 00	\$130 00	\$150 00
Writ of Possession	\$200 00	\$125 00	\$160 00	\$160 00	\$150 00	\$150 00	\$200 00	\$200 00	\$175 00	\$150 00	\$100 00	\$200 00	\$160 00	\$175 00	\$150 00	\$130 00	\$150 00
Forcible Detainer (Eviction)	\$65 00	\$70 00	\$121 00	\$60 00	\$75 00	\$70 00	\$100 00	\$70 00	\$75 00	\$65 00	\$60 00	\$60 00	\$75 00	\$75 00	\$75 00	\$65 00	\$60 00

\*Reference the 2012 Sheriffs' & Constables' Fees Texas Comptroller Publication for additional fees and/or commissions  
http://www.texasahead.org/iga/sheriffs/2012S&CFeeManual.pdf

AGENDA

ITEM

#20





# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl.L.Johnson@co.galveston.tx.us



August 7, 2012

Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Richard and Linda Clark  
3760-0001-0034-000

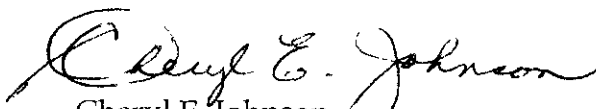
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property

<u>Account #</u>	<u>Year</u>	<u>Waiver</u>
3760-0001-0034-000	2011	\$ 63.93

Sincerely,

  
Cheryl E. Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

August 2, 2012

Galveston County Tax Office  
P.O. Box 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 3760-0001-0034-000 / R217298

To Whom It May Concern

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

A handwritten signature in black ink, appearing to read "David Arnold", is written over the printed name.

David Arnold

Director – GIS / Mapping

RECEIVED  
AUG 02 2012  
RECEIVED



## Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl F Johnson@co.galveston.tx.us



August 31, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for Waiver of Penalty & Interest

**CLERICAL ERROR**

6445-0000-0014-000

David Kerner

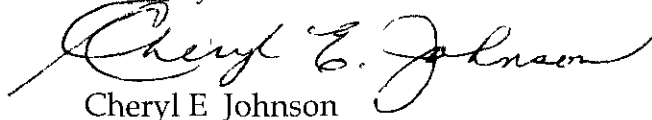
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty, interest, fees on the above referenced tax account, as listed below

The homeowner states the he purchased the property in December 2011 via Sheriff's Sale and a name change was processed in July. Tax Office policy provides 21 days for payments before any fees are applied. There was not extra time given therefore this is a clerical error.

<u>Account #</u>	<u>Years</u>	<u>Waiver</u>
6445-0000-0014-000	2011	\$ 184.16

Sincerely,

  
Cheryl E. Johnson

July 16, 2012  
10811 Almeda Genoa  
Houston, TX 77034  
(713)944-2254

Judge Mark Henry  
722 Moody  
Galveston, TX 77550  
CC Clear Creek ISD

Judge Henry,

Enclosed please find my tax statement for 1228 Oleander LN League City, TX  
Account # 6445-0000-0014-000

This property was purchased at the Galveston Sherriff Sale on Dec 6, 2011 I received my first and only tax statement July 13, 2012 which included the extra penalties that increase to approximately 20% in June I have searched the Galveston Tax Website since my purchase and the previous owner is still listed with approximately 10 years of back taxes due Even today my name is not listed as owner I didn't receive my Certificate of Deed until the end of March 2012 The recorded date was March 13 2012 - file # 2012013168

I have mailed the 2012 tax payment to P O Box 1169 Galveston, TX 77553 for the current year tax of \$184 16 - Check # 3228 as requested by Jessica in the tax office She stated I should pay the current tax and write you a letter requesting a waiver of penalties charged She mentioned that the taxes must be paid first before a letter concerning a waiver of late penalties could be assessed by you

Considering all the above noted problems and with receiving late documentation on the property I am requesting you waive all late penalties The Clear Creek ISD is requesting this letter and will accept your decision on late penalties owed as well Thank you very much for your time in this matter

Sincerely,  
David Kerner

DOMINICK\_L  
ACT8008 v1 221

08/20/2012 16:42:51  
GCTO\_PROD

STATUS DETAIL Expand Fees Summary

Account Information		Tax Units	Tax Unit Description	Tax Unit, Yr, Rec Type
Account No	Roll Code	List of Tax Units		Tax Unit
Certified Owner				Year
Address Line				Rec Type
Amount Due as of	Owner No		Countywide	Multi Select

Amount Due/Paid Information		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
Year	Appr Value H O V D							
2011	\$14,950 0	\$184.15	\$130.05	\$00.00	\$54.11	\$23.15	\$00.00	

NOTES - Account No 644500000014000

DOMINICK\_L  
ACTNOTES v1 9

08/20/2012 16:52:59  
GCTO\_PROD

Account Number 644500000014000

Common Account Number

Seq No	Entry Date	Operator ID	Msg	Expire Date
27759050	07/11/2012	RICHBOOK_B	DELO STMT - SUMMARY 10811 ALMEDA GENOA, HOUSTON, TX 77033 DSTM	
27756696	07/10/2012	LEMONS_E	JUNE 2012 NAO - STMT BATCH 2011 STMT KERNER DAVID JOHN, 108 CSTM	
27755453	07/10/2012	SUPP	JUNE 2012 NAO	
27751466	07/10/2012	REPORT_MAN	NAME INFORMATION CHANGED, PROCESS = NC06, YEAR = 2011	
27748947	07/10/2012	KELLYM	DELO STMT - SUMMARY CARLA MILES, PO BOX 792, LEAGUE CITY, TX DSTM	
27595762	06/15/2012	BATCH_REQU	RETURN MAIL - 2011 MAY LETTER - NO FORWARDING ADDR	01/01/2020
25743542	12/09/2011	HERNANDEZ	YEAR = 2011, LEGAL STATUS = SOLD, CAUSE NUMBER = 10TX0175	
25720074	12/06/2011	MCDANIEL_B	DELO STMT - SUMMARY CARLA MILES, PO BOX 792, LEAGUE CITY, TX DSTM	

Save Add View Note Print Window Close Window



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co galveston tx us



August 31, 2012

Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re **CLERICAL ERROR**  
Request for P & I Refund  
5870-0010-0008-000  
Frank & Louise Benavidez

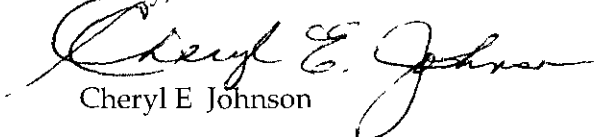
Dear Judge Henry

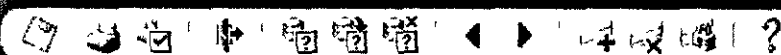
In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

There was an error in posting the payment on this account. The check used was intended for the Mud District which we weren't authorized to collect for at the time. This error caused fees to be added to this account.

<u>Account</u>	<u>Year</u>	<u>Refund</u>
5870-0010-0008-000	2011	\$ 115.91

Sincerely,

  
Cheryl E Johnson



## Account Status

 Prev Account Next Account Prev Owner Next Owner Acct History **Notes**

Go To

 PERKETT\_M  
 ACT8006 v1 219

 05/08/2012 16 07 56  
 GCTO\_PROD

 STATUS DETAIL **Expand Fees** Summary

Account Information		Tax Units		Tax Unit Description		Tax Unit, Yr, Rec. Type	
Account No	587000100008000	Roll Code	REAL PROPRT			Tax Unit	
Certified Owner	BENAVIDEZ FRANK & LOUISE	List of Tax Units				Year	
Address Line	5201 AVE U	1	2	210	330	601	729 8001
Amount Due as of	05/08/2012	Owner No		Countywide		Rec Type	
		0					<b>Multi Select</b>

Amount Due/Paid Information				Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
Year	Appr Value	H	O	V	D					
2011	\$731,770	Y	0			<b>Exemption</b>	\$15,681.23	\$15,681.23	\$0.00	\$0.00
2010	\$731,770	Y	0			<b>Exemption</b>	\$15,165.96	\$15,165.96	\$0.00	\$0.00
2009	\$639,570	Y	0			<b>Exemption</b>	\$13,780.32	\$13,780.32	\$0.00	\$0.00
2008	\$709,380	Y	0			<b>Exemption</b>	\$14,404.09	\$14,404.09	\$0.00	\$0.00
2007	\$709,380	Y	0			<b>Exemption</b>	\$13,551.33	\$13,551.33	\$0.00	\$0.00
2006	\$709,380	Y	0			<b>Exemption</b>	\$15,591.50	\$15,591.50	\$0.00	\$0.00
2005	\$685,020	Y	0			<b>Exemption</b>	\$17,377.95	\$17,377.95	\$0.00	\$0.00
2004	\$638,790	Y	0				\$894.31	\$894.31	\$0.00	\$0.00
2004	\$638,790		0				\$15,511.84	\$15,511.84	\$0.00	\$0.00
Last Payment Date				04/18/2012		<b>Totals</b>	\$142,244.96	\$142,244.96	\$0.00	\$0.00
Last Payer				BENAVIDEZ FRANK & LOUISE						

Paid Levy

start

Please collect receipt date to reflect when we first received check. We should have submitted to the MUD and ask that they accept our receipt date

(32)

613 0454

he wants  
 to move  
 (much to  
 postpone  
 incorrectly)

Angela

the tocc  
 (the tocc  
 they's letter)

RECEIVED

AUG 15 2012

COLLECTIONS

(281) 482-0216  
 Rhonda



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co galveston tx us



September 4, 2012

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

**RE: Clerical Error Refund**  
3510-0014-0007-002  
West Point Missionary Baptist Church

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax accounts, as listed below

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

The homeowner has paid taxes with penalty and interest on the year listed below

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
3510-0014-0007-002	2000	24 68
	2005	291 20
	2006	63 35
	2007	13 36
	2008	15 28
	2009	<u>7 58</u>
	Total	\$415 45

Sincerely,

Cheryl E Johnson





# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste A Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

June 15, 2012

Galveston County Tax Office  
P O Box 1169  
Galveston, Texas 77553-1169

Re Tax Account(s) ~~3510-0014-0006-000 / R105062~~  
3510-0014-0007-001 / R105063  
3510-0014-0007-002 / R105064✓

To Whom It May Concern

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 1997 - 2011 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold

Director – GIS / Mapping

AGENDA

ITEM

#21



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



August 27, 2012

Mark Henry  
County Judge  
722 Moody Street  
Galveston, Texas 77550


Re Tax Refunds in Excess of \$2,500.00

Dear Judge Henry

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
3489-0003-0017-000	\$ 3,083.57	Over Payment
8600-0684-5076-000	\$ 6,395.59	Over Payment

Sincerely,

  
Cheryl E Johnson, RTA

**Refunds in Excess of \$2,500.00**

<b>Account Number</b>	<b>Amount</b>	<b>Reason</b>
<b>3489-0003-0017-000</b>	<b>\$ 3,083.57</b>	<b>Over Payment</b>
<b>8600-0684-5076-000</b>	<b>\$ 6,395.59</b>	<b>Over Payment</b>



## Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



September 10, 2012

Mark Henry  
County Judge  
722 Moody Street  
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry

In accordance with Section 31.11(a) of the Texas Property Tax Code, I hereby request approval of the following refund(s)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
3835-0000-0061-000	\$ 5,069.88	Over Payment
7249-1001-0002-000	\$ 3,000.00	Over Payment

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, RTA

TN536 SELECTION SEQUENCE 1277122  
 HELD OVERPAYMENT REFUNDS  
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM  
 REFUNDS SELECTED REPORT

FROM 09/03/2012 TO 09/07/2012

PAGE 1

MINIMUM DOLLAR AMOUNT \$2500

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME	REC TYPE								REASON(S)
3835-0000-0061-000	R112465		H090612M151		20120907				
2011 8001 UNITED 3RD COAST INVESTMENTS LLC	TL		1 09/07/2012			21187007	OK	5,069 88	
CHECK PAYEE UNITED 3RD COAST INVESTMENTS LLC	ABST 628	PAGE 131	LOT 61	HARBOR VI	CHECK TOTAL			5,069 88	
1008 SOUTHWIND CIR									
CENTER TX75935									

TOTAL AMOUNT DUE FOR ACCOUNT 00

7249-1001-0002-000	R431213		1090412M628		20120905				
2011 8001 KOESTER PETER A & PRISCILLA	TL		1 09/05/2012			21181068	OK	3,000 00	
CHECK PAYEE KOESTER PETER A & PRISCILLA	TUSCAN LAKES SEC SF 75-1	(2005)	AB	CHECK TOTAL				3,000 00	
1359 PORTA ROSA LN									
LEAGUE CITY TX77573									

TOTAL AMOUNT DUE FOR ACCOUNT 00

TOTAL ALL ACCOUNTS

8,069 88

COUNT OF REFUND CHECKS

2 00

**Refunds in Excess of \$2,500.00**

<b>Account Number</b>	<b>Amount</b>	<b>Reason</b>
<b>3835-0000-0061-000</b>	<b>\$ 5,069.88</b>	<b>Over Payment</b>
<b>7249-1001-0002-000</b>	<b>\$ 3,000.00</b>	<b>Over Payment</b>

AGENDA

ITEM

#22a1





**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**01**

Project	Plumbing @ Animal Resource Center 09-016
Proposal Number	<b>B101051</b>
PO Number	<b>C102118</b>
Date	<b>Dec. 22, 2011</b>

---

Trade Contractor      Mitchell Chouke Plumbing Co  
5805 Broadway  
Galveston, Texas 77551

Attn                      Mitchell Chouke Jr , President

---

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement

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---

**Description of Work**

	Contingency Allowance		<b>\$33,695.00</b>
1	AEA #1 issued 3/8/2011	Cost	\$5,164.00
2	AEA #2 issued 3/23/2011	Cost	\$5,036.00
3	AEA #3 issued (catch basin at Sallyport)	Cost	\$4,187.00
4	AEA #4 issued 7/13/2011	Cost	\$1,856.00
5	AEA #5 issued 7/13/2011	Cost	\$5,814.00
6	AEA #6 issued 7/13/2011	Cost	\$1,787.00
7	AEA #7 issued 8/10/2011	Cost	\$8,290.00
8	Balance of Contingency to apply to added scope		<b>\$1,561.00</b>

C:\Documents and Settings\Owner\Local Settings\Temporary Internet Files\Content Outlook\M6T8TPVB\chouke co #1.doc

	Incinerator Allowance		\$135,000 00
9	Incinerator purchased NCE plus installation 8/8/2011	Cost	\$85,045 00
10	Signage purchased AB Sign Shop inv #15866	Cost	\$43,361 95
11	Balance of Contingency to apply to added scope		\$6,593 05

	Dishwasher Allowance		\$750 00
12	DW purchased 8/3/2011 Enterprise, Inc inv #1805433	Cost	\$477 18
13	Balance of Contingency to apply to added scope		\$272.82

	Food Prep dishwasher Allowance		\$9,500 00
14	DW purchased 6/10/2011 Shervan Colonel Equip inv 14175/11026	Cost	\$8,850 00
15	Balance of Contingency to apply to added scope		\$650.00

#### ADDITIONAL WORK REQUESTED

16	Add scope to renovate existing facility		\$7,098 00
17	Furnish 4 wash trays & repair 4 wall hydrants		1,616 00
18	Add tub for dog wash & reset existing sinks		\$ 1,876 00
19	Sub-total additional work		\$10,590.00
20			

21	Total agreement change required (lines 8 + 11 + 13 + 15 - 17)		\$1,513 13
----	---	--	------------

#### **Notes:**

Original Contract Sum	\$707,599 00
Authorized Changes Prior to this Change Order	\$0 00
Contract Sum Prior to this Change Order	\$707,599 00
Contract Sum will be increased by this Change Order	\$ 1,513 13
Contract Sum <i>JDA 8/31</i>	\$709,112 13

J Dudley Anderson  
Architect

*James D Anderson*

8/31/2012 pending  
DATE

Mitchell Chouke Plumbing Co  
Trade Contractor

pending  
DATE

Ardent Construction LLC, Larry Brown  
Construction Manager Agent

pending  
DATE

Mark Henry, County Judge  
Galveston County

pending  
DATE

9/18/12

**Mitchell Chuoke Plumbing, Inc**  
**5801 Broadway, Galveston, Texas 77551**

Project Animal Shelter

Date 07/16//12

**Proposal Summary**

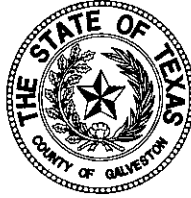
Description of Work: Added Dog dipping trough and mixing valve, replaced basket strainers and reset stainless steel sinks

1 Plumber Labor	16 Hrs	28 79 /Hr	\$	460 64
2 Plumber Foreman	Hrs	30 29 /Hr	\$	0 00
3 Plumber Gen Foreman	Hrs	31 59 /Hr	\$	0 00
4 Plumber Apprentice	16 Hrs	22 91 /Hr	\$	366.56
5 Other Labor	Hrs	22 91 /Hr	\$	0 00
6 Operator	Hrs.	25 50 /Hr	\$	0 00
7 Other Labor Test	Hrs	28 79 /Hr	\$	0 00
8 Other Labor Start Up	Hrs	28 79 /Hr	\$	0 00
9 Payroll Taxes & Insurance	0 56 % of Total Labor	827 20		463 23
10 Comm & Excess Liab	0 02 % of Total Labor	827 20		16 54
	Sub-Total		\$	1,306 98
11 Safety	015 of Total Labor	827 20		12 41
12 Small Tools & Supplies	0 05 % of Total Labor	827 20	\$	41 36
13 Drawings & Close-out			\$	
14 Eng & Estimation		75 00 /Hr	\$	75 00
15 Materials			\$	406 00
16 Crain and Operator			\$	
17 NCE Crawford Proposal			\$	
18 Equip Rental backhoe			\$	
19 Insulation Steam			\$	
20 Insulation domestic water			\$	
State Sales Tax 8 25 %			\$	
	Sub-Total		\$	534 77
21 Supervision			\$	0 00
22 Field Office Expense			\$	0 00
Ext Overhead			\$	0 00
	Sub-Total		\$	
23	Sub - Total 1 - 22		\$	1,841 75
24 P&P Bond	1 75 %			34.07
25 Overhead	10 0 %	\$		
26 Fee	5 0 %	\$		
	%			
	Total This Proposal		\$	1,876 00

AGENDA

ITEM

*#22a2*



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**02**

Project	<b>09-016</b>
Proposal Number	<b>B101052</b>
PO Number	<b>C102037</b>
Date	<b>August 3, 2012</b>

---

Trade Contractor	Treadwell Electric 5301 Polk Bldg 9 Houston, Texas 77023
Attn	Steve Wilcox

---

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---

**Description of Work**

1	Replace receptacles & switches	\$ 2,675
2	Additional power for new a/c units	\$ 2,196
<b>Total .....</b>		<b>\$ 4,871</b>

C:\Documents and Settings\swilcox\Local Settings\Temporary Internet  
Files\Content Outlook\K4ECAOA8\treadwellco2.doc

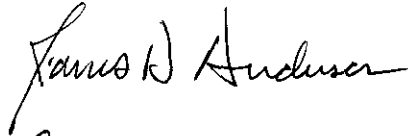
**Notes:**

This Change Order is caused by a several factors & decisions on this project

Revision of hallway lighting due to structural and mechanical conflicts  
Replacement of lighting @ existing building and electrical power modifications for  
new a/c system

Original Contract Sum	\$421,483
Authorized Changes Prior to this Change Order	\$25,245
Contract Sum Prior to this Change Order	\$446,728
Contract Sum will be <b>increased</b> by this Change Order	4,871
Contract Sum	<b>\$451,599</b>

J Dudley Anderson  
Architect



8/31/2012  
DATE

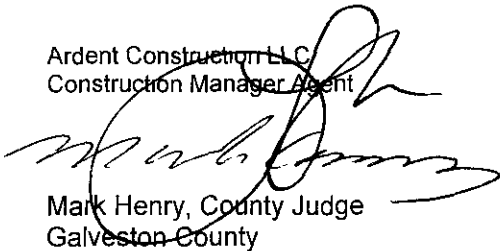
Treadwell Electric  
Trade Contractor



8-3-12

DATE

Ardent Construction LLC  
Construction Manager Agent

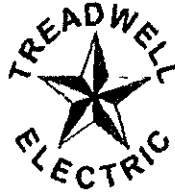


Mark Henry, County Judge  
Galveston County

DATE  
8/6/12

DATE

9/18/12



**DATE: 07/16/2012**

**Ardent Construction, LLC  
133 N. Friendswood Drive  
Suite 300  
Friendswood, Texas 77546**

**ATTENTION. Larry Brown**

**REFERENCE: Animal Resource Center**

***Change Order Request -2195.50 – for additional work***

*1 Installed pipe and wire for 2 double feed units in back of shelter Installed Pipe and wire for condensers in back of shelter Installed power to single AC unit in back Installed pipe and wire for single AC unit up front Installed power to double feed AC units in front of Shelter*

***Labor - \$4310.00***

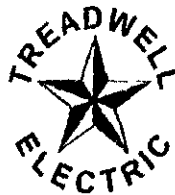
***Material - \$2441.50***

***Total - \$6751.50***

***Previously received PO for above work - \$4556.00***

**THANK YOU,  
Steve Wilcox**

**TREADWELL ELECTRIC CONTRACTORS, INC  
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)  
Regulated by the Texas Department of Licensing and Regulation**



**DATE: 07/16/2012**

**Ardent Construction, LLC  
133 N. Friendswood Drive  
Suite 300  
Friendswood, Texas 77546**

**ATTENTION** Larry Brown

**REFERENCE: Animal Resource Center**

***Change Order Request - \$2674.60***

***1. Per Jake, replaced receptacles and switches inside animal shelter***

***Labor - \$1600.00***

***Material - \$1074.60***

***Total - \$2674.6***

**THANK YOU,  
Steve Wilcox**

**TREADWELL ELECTRIC CONTRACTORS, INC  
5301 Polk, Building 9 Houston, Texas 77023, 713-921-9450 (p), 713-921-9452 (f)  
Regulated by the Texas Department of Licensing and Regulation**



AGENDA

ITEM

#22b

NO  
BACK – UP  
PROVIDED

AGENDA

ITEM

#22c1



**Galveston County**  
**722 Moody Ave Galveston TX 77550**

**Change Order to the Agreement Between Galveston County and the Trade Contractor**

**01**

Project	Mid County Annex
Proposal Number	B111054
PO Number	C202097
Date	09/11/12

---

Trade Contractor: TNT Signs and Graphics

Attn: Todd Nolte

---

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---

**Description of Work**

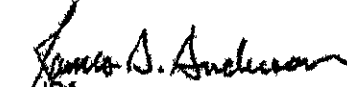
Add for wall plates, restroom letters, generator decals, fire protection riser room identification, address letters, FDC sign	\$3,350 25
Add for Polished Brass 1/8" etched plaque, with rosette mount	\$849 00
Add for Standalone Aluminum sign, as per supplied drawing	\$575 00
Trade contract contingency deduct	\$(2,925 00)

**\*See Attached Description\***

W:\Architecture\0 PROJECTS\09-005 Mid County Annex\AP - Fees-Invoices-Expenses\Construction\TNT\Change Order 01.doc

Notes:

Original Contract Sum	\$61,424.00
Authorized Changes Prior to this Change Order	\$0.00
Contract Sum Prior to this Change Order	\$61,424.00
Contract Sum will be increased by this Change Order	\$1,849.25
Contract Sum	\$63,273.25

  
JDA  
Architect

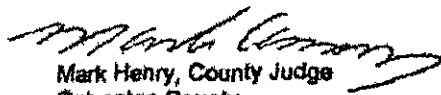
9/20/12  
DATE

  
Trade Contractor

9/21/12  
DATE

  
MW  
Construction Manager Agent

9/21/12  
DATE

  
Mark Henry, County Judge  
Galveston County

9/18/12  
DATE

NB GRAPHICS dba TNT SIGNS

2212 Palmer Hwy  
Texas City, Texas 77590

# Proposal

Date	Estimate #
9/5/2012	1930

Name / Address
Galveston County attn Dudley Anderson

Description	Qty	Cost	Total
Stand alone Aluminum sign, as per supplied drawing, installed at Animal Shelter in Texas City Foundation to be drilled pier with concrete footing in location as directed by Owner	1	575 00	575 00
		<b>Subtotal</b>	\$575 00
		<b>Sales Tax (8.25%)</b>	\$0 00
		<b>Total</b>	\$575 00

NB GRAPHICS dba TNT SIGNS

2212 Palmer Hwy  
Texas City, Texas 77590

# Proposal

Date	Estimate #
9/5/2012	1931

Name / Address
Galveston County attn Dudley Anderson

Description	Qty	Cost	Total
Polished Brass 1/8" etched plaque, with rosette mount - Bolivar Obelisk	1	809 00	809 00
Freight with crating	1	40 00	40 00
		<b>Subtotal</b>	\$849 00
		<b>Sales Tax (8.25%)</b>	\$0 00
		<b>Total</b>	\$849 00

NB GRAPHICS dba TNT SIGNS

2212 Palmer Hwy  
Texas City, Texas 77590

# Proposal

Date	Estimate #
4/2/2012	1924

Name / Address
Galveston County Mid County Annex B111054

Description	Qty	Cost	Total
12" x 18" aluminum signs, Reserved Parking - installed.	10	55 00	550 00
12" x 24" aluminum signs, Reserved Parking, Van Accessible - installed	10	65 00	650 00
12" x 12" aluminum sign, FIRE RISER ROOM - installed on door	1	50 00	50 00
12" x 18" aluminum sign, FDC - installed on wall	1	55 00	55 00
Printed Decals with die cut - "NO SMOKING & DIESEL FUEL", INSTALLED	2	25 00	50 00
Engraved door plate, red with white copy, "FIRE RISER ROOM", installed	1	65 00	65 00
Engraved door plate, red with white copy, "STORAGE ROOM", installed	1	65 00	65 00
6" Cast metal letters - Entry E address block, installed	1	325 00	325 00
Plastic letters, "RESTROOMS" - installed on curved furdawns, quantity not shown on plan elevations, only included one set in initial bid, additional 5 needed.	5	187 20	936 00
Engraved wall plates - A100 03 (2 entrys, only one called on plan set)	1	79 60	79 60
Engraved wall plates - A103 27S (added this storage room after plan set))	1	79 60	79 60
Engraved wall plates - A103 19 (changed from storage to office)	1	79 60	79 60
Engraved wall plates - A103 35 (changed from copy room to office)	1	79 60	79 60
Engraved wall plates - A100 36 (changed from mail room to office)	1	79 60	79 60
Engraved wall plates - A103 (plan called for 3, needed 4)	1	68 75	68 75
Engraved wall plates - A101 (Healt district business office, plan called for wrong room number)	2	68 75	137 50
		<b>Subtotal</b>	\$3,350 25
		<b>Sales Tax (8.25%)</b>	\$0 00
		<b>Total</b>	\$3,350 25



**RE: Estimate from T n T Signs**

From **Todd Nolte** (todd@tntsigns.net)  
Sent **Wed 4/11/12 5:36 PM**  
To **'Michael Wood'** (mwood1979@live.com)

Michael,

I will get them into production. Just add \$25 to cover the trip out and install, vinyl is negligible. On the restrooms, when we had first met, Dudley said the County would add the extras because the plan page A14.10 only showed the restroom letter signage as one location, it did not say typical 6 locations or show the sections across all locations, so I figured the letters were only wanted on the one location shown. The breakdown I submitted on the original bid will verify. Let me know if you have any questions.

Thanks,

*Todd Nolte*

**TNT Signs & Graphics**

(409)945-7446 office

(409)945-7445 fax

**From:** Michael Wood [mailto:mwood1979@live.com]  
**Sent:** Wednesday, April 11, 2012 4:11 PM  
**To:** todd@tntsigns.net  
**Cc:** dudley.anderson@co.galveston.tx.us  
**Subject:** RE: Estimate from T n T Signs

Thanks, but I just heard from the fire marshall we need the stickers on the generator on the other 3 sides as well and up high on the road side, so 4 more sets of diesel fuel and no smoking.

**Why are you charging us extra for the restrooms?**

There have always been the same amount of restrooms in the job.

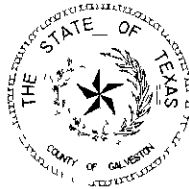
**Michael Wood**  
**Hugh Patrick Constructors, Inc**  
**Office (409)978-2122**  
**Cell (409)370-2257**  
**Fax (409)978-2112**

> From: [todd@tntsigns.net](mailto:todd@tntsigns.net)  
> To: [mwood1979@live.com](mailto:mwood1979@live.com)  
> Subject: Estimate from T n T Signs  
> Date: Wed, 11 Apr 2012 15:13:24 -0500  
>  
>  
>  
> Michael,  
> Please find attached the items that were added or changed on the Mid County  
> Annex.  
> Thanks,  
> Todd Nolte  
> TNT Signs & Graphics  
> (409)945-7446 office  
> (409)945-7445 fax  
>  
>  
>

AGENDA

ITEM

#23a1



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

August 29, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFQ #B121015, Delinquent Property Tax Collection Services**

Gentlemen,

On March 29, 2012 RFQ #B121015, Delinquent Property Tax Collection Services was opened, at which time two (2) qualification submittals were received from the following firms

- Linebarger Goggan Blair & Sampson, LLC Texas City, Texas
- PerdueBrandonFielderCollins&Mott, LLP Houston, Texas

After extensive review of both qualification submittals by the Evaluation Committee consisting of staff persons from Auditing, the Tax Office and Budget and Finance, it is recommended that the contract associated with this service be awarded to Linebarger Goggan Blair & Sampson, LLC

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



# Cheryl E. Johnson, RTA

## Assessor and Collector of Taxes Galveston County

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co galveston tx us



August 15, 2012

Rufus G Crowder, CPPO, CPPB, Purchasing Agent  
Galveston County Purchasing Department  
722 Moody Avenue  
Galveston, Texas 77550

Re RFQ B121015 Delinquent Property Tax  
Collection Services

Dear Mr Crowder

The Evaluation Team met several times over the last several months to review submissions by two firms that responded to the above referenced Request for Qualifications (RFQ) In addition to evaluating responses, a team of experienced tax and accounting personnel evaluated a proposed tax collection software system to determine comparability to the software currently in use by the Tax Office

Evaluation criteria and scoring as established in the RFQ documents is shown below along with the resultant total scores

Points	Evaluation Criteria	Perdue	Linebarger
50%	Basic & additional services	43	49.8
25%	Experience and capabilities of the bidding firms and key personnel	25	25
20%	How well the plan and project team integrates with the county's specific needs	17.4	20
5%	Financial stability and general reliability of the firm	5	5
Total		90.4	99.8

Although we were unanimous in the conclusion that either bidder is capable of providing delinquent collection services successfully for Galveston County, we see no business advantage to making a change at this time

Therefore, given an extensive review of all information provided and evaluation of established criteria, it is our recommendation that Linebarger, Goggan, Blair and Sampson, LLP be awarded the delinquent collection contract with Galveston County

The Evaluation Team will be available to answer questions

Respectfully submitted,

Cheryl E Johnson, RTA

	% Pts.	Evaluation Criteria	Point Breakdown	Total Points	
				Perdue	Linebarg.
a	50%	<b>Basic &amp; Additional Services:</b> Appropriate responses to basic services requirements	5	25	25
b		A1 Provision of current ACT Application Service Provider and System, equivalent or superior system OR demonstration that proposed system is superior to current	25 (current) or 10 (replacement system)	100	125
c		A2 Provide TABC billing and accounting system including maintenance, support and training	5	16	25
d		A3 Provide on-going R&D on other automation systems (i.e. coin op, online SIT, etc.)	1	4	4
e		A4 Produce, validate and mail May (Texas Tax Code §33.07) delinquent notices at no cost to the county	8	40	40
f		A5 Assist in producing, validating and mailing §33.08) notices	1	5	5
g		A6 Provide one full time bi-lingual RTA, CTA	5	25	25
		Total		215	249
		Divide by 5 eval		43	49.8
h	25%	Experience and capabilities of the bidding firms and key personnel with similar parcel count clients	5 to 25	125	125
		Divide by 5 eval		25	25
i	20%	Integration with County's needs & philosophies	20 pts	87	100
		Divide by 5 eval		17.4	20
j	5%	Financial stability and general reliability of firm	5 pts	25	25
		Divide by 5 eval		5	5

	Total Points		Total Points		Total Points		Total Points		Total Points	
	Perdue	Lineb.	Perdue	Lineb.	Perdue	Lineb.	Perdue	Lineb.	Perdue	Lineb.
a	5	5	5	5	5	5	5	5	5	5
b	20	25	15	25	20	25	25	25	20	25
c	3	5	3	5	3	5	5	5	2	5
d	1	1	1	1	1	1	1	1	0	0
e	8	8	8	8	8	8	8	8	8	8
f	1	1	1	1	1	1	1	1	1	1
g	5	5	5	5	5	5	5	5	5	5
h	25	25	25	25	25	25	25	25	25	25
i	16	20	17	20	18	20	20	20	16	20
j	5	5	5	5	5	5	5	5	5	5
	89	100	85	100	91	100	100	100	87	99

Perdue                      452        90.4  
Linebarger                499        99.8

### **True Automation Evaluation Team Findings**

The software evaluation team met 7/6/2012 for the purpose of determining the functionality of True Automation as compared to ACT

Several members of the GCTO team along with Mr Chapa and Mr Allison from the Auditor's Office attended the presentation. In summary, it was felt by the majority of the software evaluation team that although True Automation has an exceptional training module and could reduce the effort required during the assessment phase IF THE GCAD UTILIZED THE APPRAISAL SYSTEM, the system would actually reduce efficiencies in GCTO inasmuch as it lacks some automated functions that would greatly impact Property Tax Department workloads. The following functions were either not available or not adequately demonstrated or are manual functions in the proposed software system.

- Accounting system not linked to collection system and not capable of creating check files for TxDMV and TABC
- No TABC system
- Manual tax ceiling maintenance
- No TIRZ reporting (would be a developed query)
- Installment payment agreement capabilities more manual
- No account management and payment option for multiple property owners
- TA does not "handle" Harris County Appraisal District loads and would either have to be developed or manually processed
- Ability to perform standard housekeeping functions in-house would move to the vendor-at-our-request for processing
- Levy what if feature not available

Overall the opinion was that we would be teaching TA rather than GCTO learning from them

### **UNKNOWN AND PENDING ITEMS**

There was no SAS 70/SSAE 16 audit available but I believe the vendor was to provide another audit report conducted on the system

The TA vendor was to gather additional information regarding TIF/TIRZ reporting - it is unknown whether the system can handle negative values/loss to the TIRZ as an offset which has been the requirement of the County for calculation of funds due to the developers. The vendor is to provide this information as well.

**SPECIAL PROVISIONS  
DELINQUENT PROPERTY TAX COLLECTION SERVICES  
GALVESTON COUNTY, TEXAS**

The County of Galveston (County) is soliciting sealed Statements of Qualification from experienced firms for the collection of delinquent real and personal property taxes. The successful firm will have the responsibility of managing the work as described in the Scope of Service section of this solicitation.

Interested firms must submit qualification documents by 2:30 p.m., Thursday March 22, 2012, to the office of the Galveston County Purchasing Agent, Rufus Crowder, CPPB, located at 722 Moody Avenue, Fifth (5<sup>th</sup>) Floor, Galveston, Texas, 77550, in order to be considered. No late proposals will be accepted.

All potential proposers are strongly advised to keep responses concise and adhere to the instructions mentioned in this proposal document. Failure to do so may result in point reductions by the Evaluation Committee.

**NOTE:** Questions regarding this project must be in writing and received by 5:00 p.m., Thursday, March 15, 2012, addressed to the Purchasing Agent via e-mail at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us). All properly submitted questions will receive a response and the County will attempt to notify all other potential proposers that have shown an interest in this project.

**SCOPE OF SERVICE:**

The successful firm shall adhere to the following:

- 1 Enter into an Agreement under Texas Tax Code §6.30 and undertake their best efforts to:
  - collect all delinquent ad valorem real and personal property taxes now due and owing and all such taxes for all subsequent years that become delinquent pursuant to Texas Tax Code §26.07(f), §26.15(e), §31.03, §31.031, §31.032 or §31.04, and other applicable statutes as amended
  - collect penalties authorized pursuant to Texas Tax Code §33.07 and §33.08; and
  - collect all costs and expenses authorized by Texas Tax Code §33.48 including, but not limited to, costs of title searches, court costs, filing of notice of lis pendens, expenses of foreclosure sale, expenses incurred in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the properties on which a delinquent tax is due, attorney ad litem fees approved by a court and publication fees that are owed to the County in accordance with applicable state and federal laws and regulations relating to the collection of such taxes.
2. Have an attorney or qualified staff attend all sheriff tax sales and acquire a deed to real property either in the name of the County as Trustee (or in the name of another taxing entity as Trustee, as set forth in any Inter-local Agreements to which the County is a party) whenever no bids are received or the bids that are received fail to cover the amount of the judgment plus all costs and expenses incurred. (In instances in which the tax liens are foreclosed at public sale and the property is struck off to the County or other taxing entity as Trustee, the fees owing shall accrue upon the resale of the property to a third party and will be paid with proceeds.)
- 3 Attend all tax resale committee meetings to which the County is a party and provide such legal advice and assistance as is necessary to the members of the various tax resale committees in which the County is a participant. Provide all documents, information, photographs and maps as required by each resale committee prior to each meeting date.
4. Prepare for execution all resale deeds and documents associated with the resale of tax foreclosed properties in a timely manner.
- 5 Calculate for each property conveyed at resale statement reflecting a detailed distribution of funds, including costs and expenses and the amount to be distributed to each taxing entity.
6. Provide redemption of trust services and any other services related specifically to the collection of property taxes that are owed to the County including reminder letters of notices of taxes due to mortgagors who have an escrow account, other reminder letters and all demand letters for payments.



**SPECIAL PROVISIONS  
DELINQUENT PROPERTY TAX COLLECTION SERVICES  
GALVESTON COUNTY, TEXAS**

- 7 Represent the County, its Tax Assessor Collector and all taxing entities for which the County collects taxes in any claim, action, or lawsuit filed by or against one or more them, associated with tax collection services. Firm must agree to indemnify and hold harmless the County, the Tax Assessor Collector and all other taxing entities for which the County collects taxes from any loss or damage of any nature whatsoever occasioned as the direct or indirect result of law firm's negligence, error or omission while performing services.
8. Provide support and provide services relative to actions in federal bankruptcy proceeding to prosecute the County's claim for taxes.
- 9 The firm will be required, prior to commencing efforts to collect delinquent taxes, to post a bond, made payable to the Tax Assessor Collector in the amount of \$100,000 conditioned upon the firm's proper accounting and remittance of all delinquent taxes, court costs and expenses the firm collects under the delinquent tax collection contract. Alternatively, the firm may provide an irrevocable letter of credit enabling the Tax Assessor Collector to withdraw funds from a bank in the name of the firm for such delinquent taxes, court costs and expenses. The term of the bond or the letter of credit shall correspond with the term of the delinquent tax collection contract and shall be on terms and conditions acceptable to the Tax Assessor Collector.
- 10 Collect delinquent tangible personal property, commencing on the 60th day after the February 1st delinquency date if County's governing body takes official action on imposing an early additional penalty for collection costs under Section 33 11, Texas Property Tax Code, or on July 1 of the year in which the taxes become delinquent.
- 11 Provide legal consultation as required by County tax office staff. Firm will provide legislative support and consultation during legislative sessions (excluding lobbying) and will provide a State continuing education approved legislative update to staff and collection customers of tax office after the final legislative session concludes every two years.
- 12 Code accounts in the software collection system for bankruptcy and lawsuits including removing codes upon successful resolution of same.
13. Prepare deeds for Sheriff sales and other documents associated with Sheriff sales.
- 14 Maintain a fully staffed and equipped office within Galveston County.

**ADDITIONAL SERVICES:**

Indicate those that will be provided as part of bid:

- A1 Provide a property tax collection and accounting software system superior or equal to the system currently in use, as determined by the Galveston County Tax Assessor Collector Software Analysis Team<sup>1</sup> or specify capital investment commitment by your firm. The property tax collection and accounting software system shall include installation, data conversion, maintenance, support, upgrades and training of County employees at no expense to the County or any entities for which the County currently collects taxes. The County will be responsible for providing its local equipment and costs necessary to facilitate the County's connection to the system, including but not limited to routers, hubs and data transmission lines.

In the event of a change in tax collection and accounting software system, Tax Assessor Collector must approve the selected system, data conversion plan and implementation timeline. Firm will provide an on-site implementation manager to supervise the data conversion, installation and testing of any new system. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of any system as well as provide appropriate staff training. Firm will also be responsible for any annual licensing and maintenance agreements including those that may be required by third parties and cost of additional bandwidth that may become necessary as a result of additional jurisdictions coming online.

<sup>1</sup> County TAC, Chief Deputies of Property Tax, Operations and Business Services, Senior Property Tax Specialist, two Property Tax Specialists, Senior Accountant and member of County Auditor staff as determined by County Auditor.

**SPECIAL PROVISIONS  
DELINQUENT PROPERTY TAX COLLECTION SERVICES  
GALVESTON COUNTY, TEXAS**

- A2. Provide TABC billing and accounting system including maintenance, support and training.
- A3. Provide on-going research and development on other automation systems, including but not limited to, coin operated machine collection and accounting software system and online SIT payment processing.
- A4. Produce, validate and mail May (Texas Tax Code §33.07) delinquent notices at no cost to the county.
- A5. Assist in producing, validating and mailing June (Texas Tax Code §33.08) delinquent notices.
- A6. Provide at least one full time bi-lingual RTA, CTA stationed in the Galveston Property Tax Department to provide support to County Tax Office. This person(s) duties include but are not limited to answering phones and researching accounts for property owners, delivering documents between Galveston Tax Office and the delinquent tax collection firm, researching accounts for firm, investigate posting errors on checks sent from law firm, pull and type evidence for court hearings, assist all Hispanic taxpayers in answering questions/concerns to make sure they understand bills, receipts and Texas Property Tax Code, translate documentation for County Administration located in the County Courthouse when asked, assist in translating for other County tax office departments when asked, assist in translating for other County tax office collection customers via telephone, conduct monthly follow up on all installment pay agreements, assist with bankruptcies, assist sending bills and receipts, assist with researching penalty and interest cases and refunds when needed, assist with return mail, assist with Transfers of Tax Liens, assist with filing, attend department meetings for updates on policies and procedures and weekly goal settings, stay current on Texas Property Tax Code through classes, meetings and seminars to retain RTA certification.
- A7. Include description of other services or benefits provided by your firm that would benefit or enhance GCTO property tax collection operations.

**QUALIFICATIONS AND INFORMATION REQUESTS:**

- 1. Provide listing of current and past 15 year property tax collection contracts with other Texas governmental taxing entities.
- 2. Provide copies of current tax collection contracts with taxing entities listed in item 1.
- 3. Provide delinquent collection percentage rates over the last 10 years (when possible) for taxing entities listed in item 1, with particular emphasis on those with parcel counts in excess of 185,000.
- 4. Provide documentation supporting experience, qualifications and financial stability of the firm. Include experience and qualifications of key personnel to be assigned to the project team.
- 5. Define service commitment of key personnel assigned to the project team.
- 6. Define firm's approach or plan to collect delinquent property taxes. How do you see it will integrate with the County's needs?
- 7. Do you support the practice of allowing at least 21 days for payment of taxes without penalties and interest when corrections in appraisal roll are received after the delinquency date?
- 8. Do you support the use of installment pay agreements to delay the imposition of Texas Tax Code §33.08 penalties as long as terms of the agreement are met?
- 9. Do you support the philosophy of Bullock v. Statistical Tabulating Corp., 549 SW 2d 166, 169 (Tex. 1977), that taxing statutes be construed strictly against the taxing authority and liberally in favor of the taxpayer?
- 10. Do you agree that a January 3, 2012 postmark should be posted as a December 2011 payment?

**PROCEDURE:**

The County of Galveston is requesting that candidates submit a total of eight (8) copies, one (1) original and seven (7) copies of Statements of Qualifications to Rufus Crowder, CPPB, Purchasing Agent for Galveston County no later than 2:30 p.m. on March 22, 2012, at 722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor, Galveston, Texas 77550.

An Evaluation Committee will review the submitted Statements of Qualification and may select a short list of firms to interview for the project. Respondents not selected for further consideration will be notified at the first opportunity.

**SPECIAL PROVISIONS  
DELINQUENT PROPERTY TAX COLLECTION SERVICES  
GALVESTON COUNTY, TEXAS**

If invoked, interviews with selected short listed firms will be held in the Galveston County Purchasing Department Conference Bid Room located at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550, at which time the selected firms will be asked to present their qualifications and introduce their prime team members. Selected firms will be notified in advance of interview times.

**SELECTION PROCESS:**

Galveston County intends to award a delinquent tax collection contract to the qualified firm which best demonstrates the commitment and application of experience, resources, and methods to the unique objectives established by Galveston County. A copy of the County's current delinquent tax collection contract is attached to this RFQ. It is the intention of the County to use this contract as a starting template for the delinquent tax collection contract awarded to the firm. The terms of the final delinquent tax collection contract will be negotiated.

Written responses to this RFQ will be used to evaluate each firm's or team's qualifications, proposed team members, and the suitability of indicated approaches or plans for the requested service. A short list of firms will be selected for possible oral interviews. Representatives of Galveston County, integrally involved in the process, will conduct both the initial screening and the oral interviews.

At each stage of the process, the County will consider any number of individual factors weighing on each firm's or team's qualifications. These considerations will include but are not limited to:

<b><u>% Points</u></b>	<b><u>Evaluation Criteria</u></b>
50%	Services to be included (basic and additional)
25%	The experience and capabilities of the bidding firms and key personnel assigned to the project team with clients of similar scale and needs with specific emphasis on governmental experience. Scope of commitment of designated key personnel to the project.
20%	How well the approach or plan of the DELINQUENT PROPERTY TAX COLLECTION SERVICES project team appears to integrate with the County's specific needs
5%	Financial stability and general reliability of the firm

**CONTRACT TERM:**

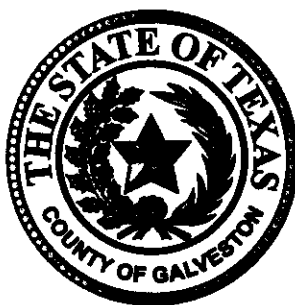
The initial term of the resultant contract will commence upon the date of award by The Galveston County Commissioners' Court and will expire four (4) years from that date. The contract may be extended for two (2) additional one (1) year periods if mutually agreeable between both parties. The total contractual period shall not exceed a total of six (6) years.

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AGENDA

ITEM

#24a



**RESOLUTION URGING THE TEXAS GENERAL LAND OFFICE TO ADHERE TO  
GALVESTON COUNTY'S FIRST CHOICE OF GRANT ADMINISTRATOR FOR THE  
HURRICANE IKE ROUND 2.2 HOUSING RECOVERY PROGRAM**

State of Texas

§

County of Galveston

§

§

On this, the 18<sup>th</sup> day of September, 2012, the Commissioners' Court of Galveston County, Texas, convened in a **Regular Meeting** with the following members present:

Mark Henry, County Judge,  
Patrick F. Doyle, Commissioner, Precinct No. 1,  
Kevin O'Brien, Commissioner, Precinct No. 2,  
Stephen D. Holmes, Commissioner, Precinct No. 3,  
Kenneth Clark, Commissioner, Precinct No. 4;  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to wit:

**Whereas**, Hurricane Ike struck Galveston County on September 13, 2008, claiming several dozen lives countywide and inflicting billions of dollars worth of property damage, and

**Whereas**, the Galveston County Commissioners Court was awarded funds administered by the Texas General Land Office to help disaster victims more fully recover from the devastating hurricane by repairing or reconstructing their damaged homes, and

**Whereas**, at its regular meeting of Dec. 6, 2011, the Commissioners Court selected URS Corporation as its top choice for grant administrator for the Round 2.2 program, and notified the GLO of same, and

**Whereas**, the Commissioners Court and Galveston County Housing Assistance Program selected URS based on the company's extensive experience assisting disaster-stricken communities across Texas and the Gulf Coast, its local staffing commitment, and its overall approach to managing a proven and cost-effective housing recovery program, and

**Whereas**, since Galveston County announced URS as its top choice, URS has worked closely with County staff to ensure the Round 2.2 program is designed in a way that best meets the county's unique needs


Now Therefore be it Resolved by the Commissioners' Court of Galveston County, Texas, that Galveston County prefers that URS Corporation manage its Round 2.2 housing recovery program, and hereby requests that the Texas General Land Office **ADHERE** to the Court's Dec. 6, 2011 selection of URS as its preferred grant administrator

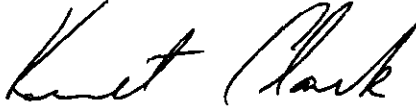
Upon Motion Duly Made and Seconded, the foregoing Resolution is passed on this the 18<sup>th</sup> day of September, 2012.

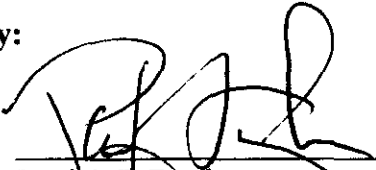
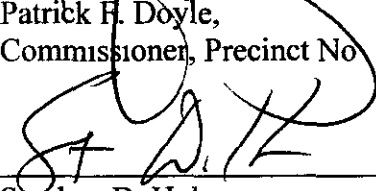
COUNTY OF GALVESTON, TEXAS, by:

opposed

Mark Henry,  
County Judge

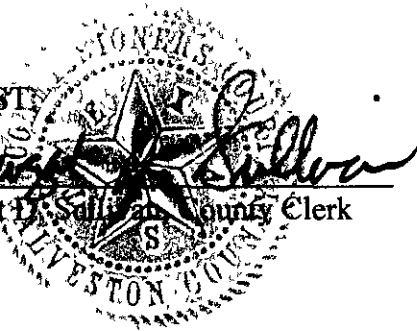
  
Kevin O'Brien,  
Commissioner, Precinct No. 2

  
Kenneth Clark,  
Commissioner, Precinct No. 4

  
Patrick H. Doyle,  
Commissioner, Precinct No. 1  
  
Stephen D. Holmes,  
Commissioner, Precinct No. 3

ATTEST

  
Dwight D. Sullivan, County Clerk



AGENDA

ITEM

#24b

NO  
BACK – UP  
PROVIDED



AGENDA

ITEM

#25a

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES JOHN CRAIG LANG and GERALYN C LANG and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION, in Galveston County, Texas, recorded in Plat Record 11, Map No 64 1, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat In support thereof, Petitioners would respectfully show into the Court the following, to wit

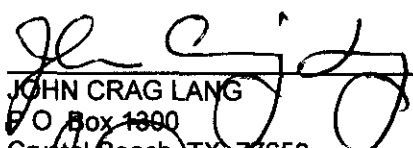
A copy of a survey, with metes and bounds property descriptions, depicting the portion Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION attached hereto as EXHIBIT "A" and EXHIBIT "B"

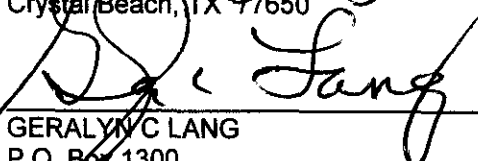
TRACT 11-A – Lot 11 and the West ½ Lot 12, Block 1  
TRACT 13-A – Lot 13 and the East ½ Lot 12, Block 1

- 1 Only Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION are to be involved in these conveyances Petitioners are the sole owner of said Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said JOHN CRAIG LANG and GERALYN C LANG, Petitioners herein
- 2 Petitioners willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
- 3 The petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues
- 4 Approval of this metes & bounds application does not guaranty Galveston County Health Dept permits for the sewer system will be issued

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 6<sup>th</sup> day of September 2012

  
JOHN CRAIG LANG  
P O Box 1300  
Crystal Beach, TX 77650


  
GERALYN C LANG  
P O Box 1300  
Crystal Beach, TX 77650

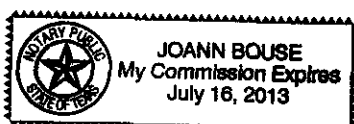
THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners JOHN CRAIG LANG and GERALYN C LANG to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 6<sup>th</sup> day of September, 2012

  
Notary Public-State of Texas



APPROVED

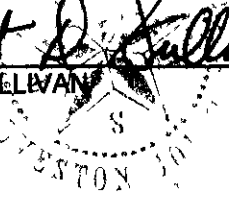
BY

Mark Henry  
MARK HENRY  
County Judge

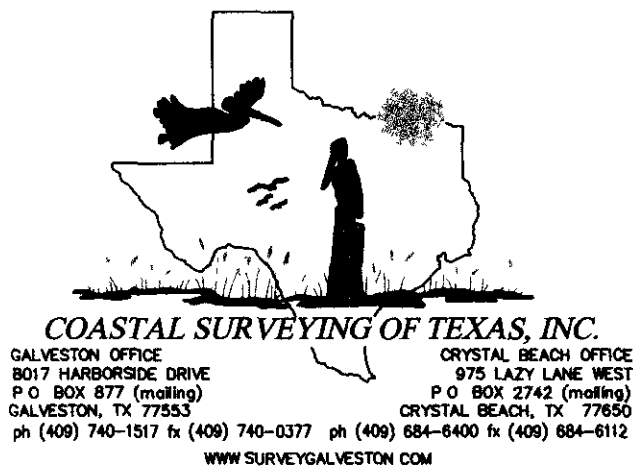
9/18/12  
Date

ATTEST

Dwight D. Sullivan  
DWIGHT SULLIVAN  
County Clerk



Page 2 of 2



### Exhibit "A"

#### Tract 11-A

Being Lot 11 and the West 1/2 Lot 12, in Block 1 of BLALOCK SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 69 and transferred to Plat Record 11, Map No 64.1, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

BEGINNING at the Northeast corner of Lot 10 and the Northwest corner of Lot 11, Block 1, of said BLALOCK SUBDIVISION and being in the South line of Croaker, a 30 foot private right of way;

THENCE North 64°52' East, along said South line of Croaker, a distance of 60 feet to the center line of Lot 12, Block 1,

THENCE South 39° East, a distance of 105 feet to the South line of said Lot 12;

THENCE South 64°52' West, a distance of 60 feet to the Southeast corner of said Lot 10 and the Southwest corner of said Lot 11;

THENCE North 39° West, along the West line of said Lot 11, a distance of 105 feet to the PLACE OF BEGINNING and containing 0.14 Acre

#### Tract 13-A

Being Lot 13 and the East 1/2 Lot 12, in Block 1 of BLALOCK SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 69 and transferred to Plat Record 11, Map No 64.1, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows

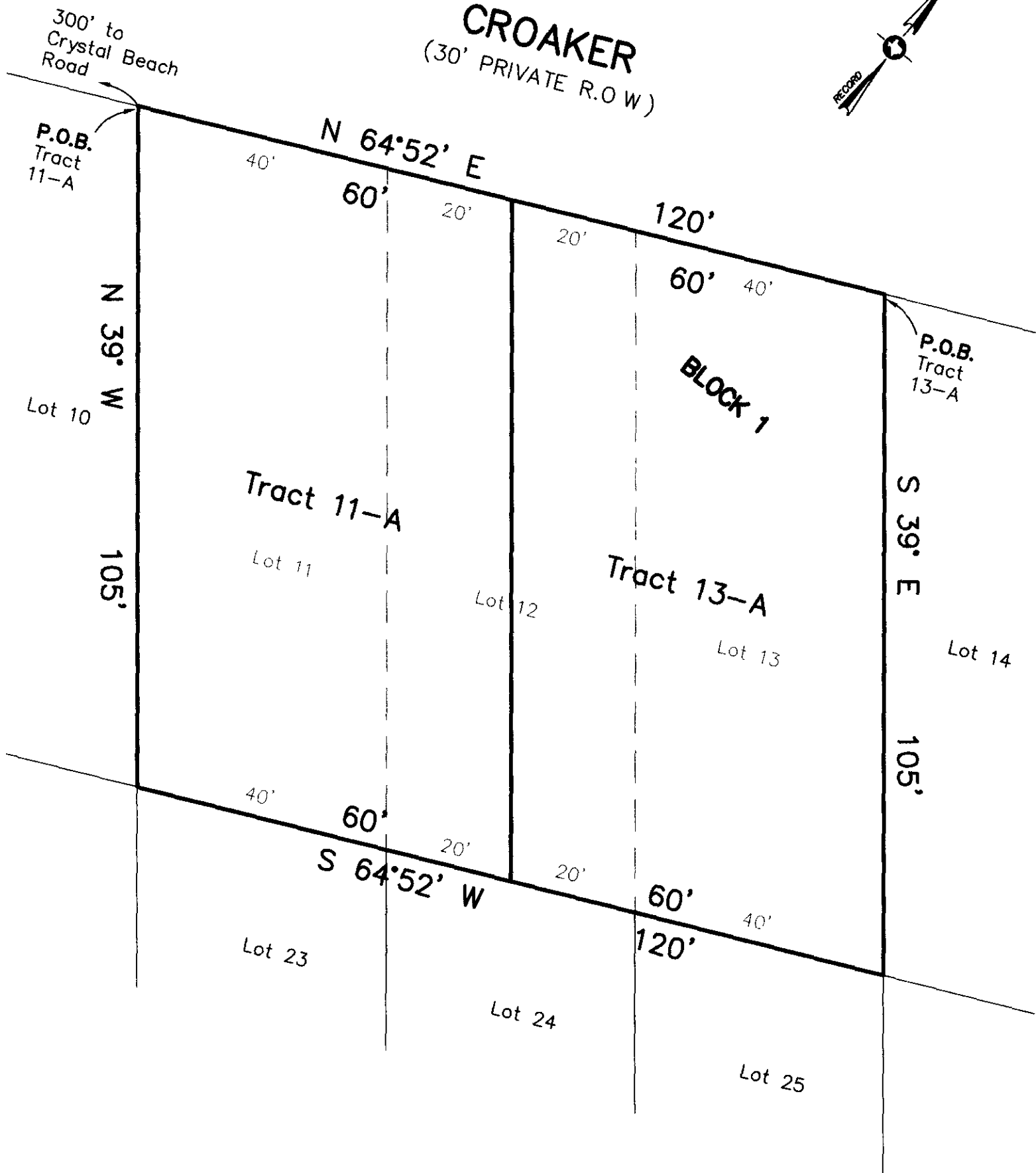
BEGINNING at the Northwest corner of Lot 14 and the Northeast corner of Lot 13, Block 1, of said BLALOCK SUBDIVISION and being in the South line of Croaker, a 30 foot private right of way;

THENCE South 39° East, a distance of 105 feet to the Southwest corner of said Lot 14 and the Southeast corner of said Lot 13,

THENCE South 64°52' West, a distance of 60 feet to the center line of said Lot 12,

THENCE North 39° West, a distance of 105 feet to the South line of said Croaker,

THENCE North 64°52' East, along said South line of Croaker, a distance of 60 feet to the PLACE OF BEGINNING and containing 0.14 Acre



GALVESTON OFFICE  
8017 HARBORSIDE DRIVE  
P O BOX 877 (mailing)  
GALVESTON, TX 77553  
ph (408) 740-1517 fx (409) 740-0377

CRYSTAL BEACH OFFICE  
875 LAZY LANE WEST  
P O BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77850  
ph (409) 684-6400 fx (409) 684-6112

[WWW.SURVEYGALVESTON.COM](http://WWW.SURVEYGALVESTON.COM)



2012051174

6 PGS

**CERTIFIED COPY  
GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 25a**

Consideration of application from John Craig Lang and GERALYN C Lang to convey portions of Lots 11,12 and 13 of Blalock Subdivision on Bolivar Peninsula by metes & bounds without revising the plat.

Motion to Approve by Commissioner Doyle, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed. 5-0

Aye County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark

Nay: (None)

Abstain: (None)

Absent: (None)

**STATE OF TEXAS       §**

**COUNTY OF GALVESTON   §**

**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain:**

**RE: AGENDA ITEM NO. 25a**

as passed by the Commissioners' Court on the 18th day of September, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18<sup>th</sup> DAY OF September, A. D., 2012.**

DWIGHT D. SULLIVAN, Clerk County Court  
and Ex-Officio Member of the Commissioners'  
Court of Galveston County, Texas



By

*Brandy Chapman*  
Brandy Chapman, Deputy

**APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY  
DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT**

**THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS**

**TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS**

NOW COMES JOHN CRAIG LANG and GERALYN C LANG and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION, in Galveston County, Texas, recorded in Plat Record 11, Map No 64 1, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portion Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION attached hereto as EXHIBIT "A" and EXHIBIT "B"

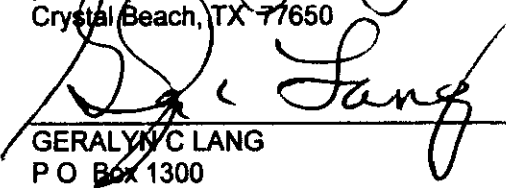
TRACT 11-A – Lot 11 and the West ½ Lot 12, Block 1  
TRACT 13-A – Lot 13 and the East ½ Lot 12, Block 1

- 1 Only Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION are to be involved in these conveyances. Petitioners are the sole owner of said Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said JOHN CRAIG LANG and GERALYN C LANG, Petitioners herein.
- 2 Petitioners willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
- 3 The petitioners understand that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.
- 4 Approval of this metes & bounds application does not guaranty Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 11, 12 and 13, in Block 1 of BLALOCK SUBDIVISION all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 6<sup>th</sup> day of September, 2012

  
JOHN CRAIG LANG  
P O Box 1300  
Crystal Beach, TX 77650

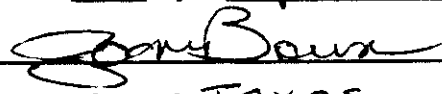
  
GERALYN C LANG  
P O Box 1300  
Crystal Beach, TX 77650

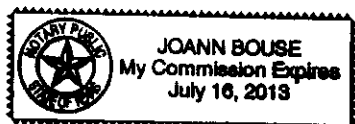
THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners JOHN CRAIG LANG and GERALYN C LANG to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 6<sup>th</sup> day of September, 2012

  
Notary Public-State of Texas



APPROVED

BY

Mark Henry  
MARK HENRY  
County Judge

9/18/12  
Date

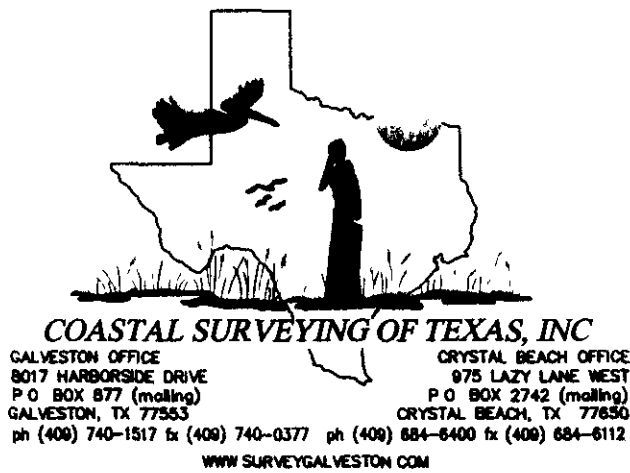
ATTEST

Dwight D. Sullivan  
DWIGHT SULLIVAN  
County Clerk



Page 2 of 2





### Exhibit "A"

#### Tract 11-A

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BEGINNING at the Northeast corner of Lot 10 and the Northwest corner of Lot 11, Block 1, of said BLALOCK SUBDIVISION and being in the South line of Croaker, a 30 foot private right of way;

THENCE North 64°52' East, along said South line of Croaker, a distance of 60 feet to the center line of Lot 12, Block 1,

THENCE South 39° East, a distance of 105 feet to the South line of said Lot 12;

THENCE South 64°52' West, a distance of 60 feet to the Southeast corner of said Lot 10 and the Southwest corner of said Lot 11;

THENCE North 39° West, along the West line of said Lot 11, a distance of 105 feet to the PLACE OF BEGINNING and containing 0.14 Acre

#### Tract 13-A

Being Lot 13 and the East 1/2 Lot 12, in Block 1 of BLALOCK SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 69 and transferred to Plat Record 11, Map No. 64.1, of the Map Records in the Office of the County Clerk of Galveston County, Texas and being more particularly described by metes and bounds as follows:

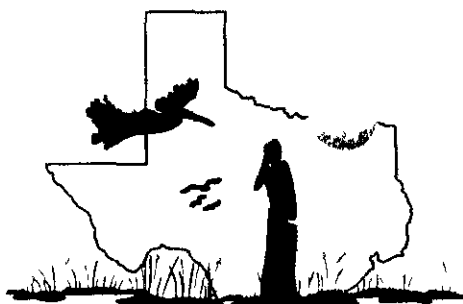
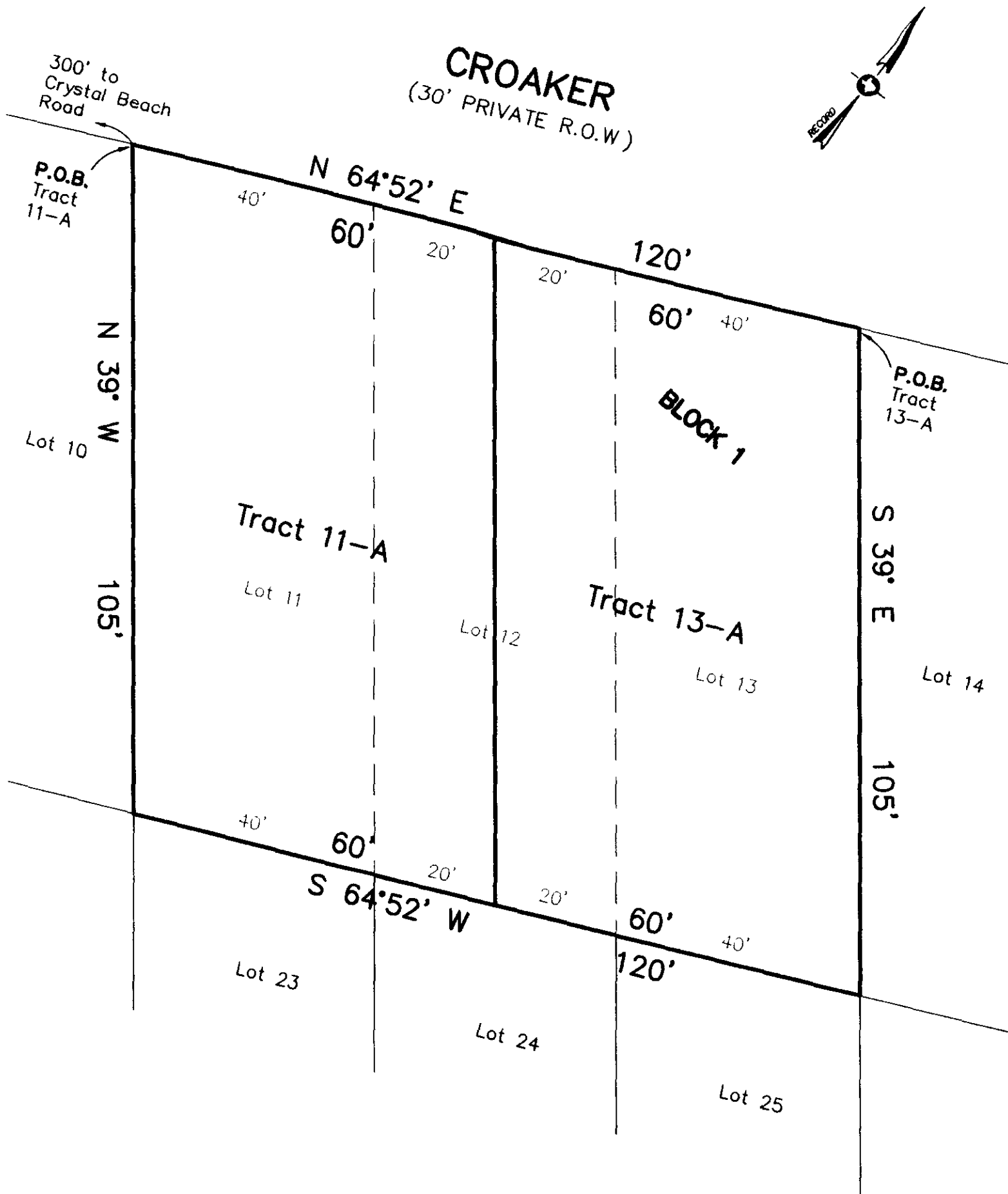
BEGINNING at the Northwest corner of Lot 14 and the Northeast corner of Lot 13, Block 1, of said BLALOCK SUBDIVISION and being in the South line of Croaker, a 30 foot private right of way;

THENCE South 39° East, a distance of 105 feet to the Southwest corner of said Lot 14 and the Southeast corner of said Lot 13,

THENCE South 64°52' West, a distance of 60 feet to the center line of said Lot 12;

THENCE North 39° West, a distance of 105 feet to the South line of said Croaker,

THENCE North 64°52' East, along said South line of Croaker, a distance of 60 feet to the PLACE OF BEGINNING and containing 0.14 Acre



**COASTAL SURVEYING OF TEXAS, INC.**

GALVESTON OFFICE  
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ph (409) 684-8400 fx (409) 684-6112

WWW.SURVEYGALVESTON.COM

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012051174

September 19, 2012 02 30 11 PM

FEE \$32 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#25b

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES LINDA MARIE ATKINSON and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the 'Unrecorded' West part of Stingaree Addition No 1, in Galveston County, Texas, recorded in GCCFN 9933966 and 2005013572 of the Deed Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently exist In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of 'Unrecorded' West part of Stingaree Addition No 1 attached hereto as EXHIBIT "A" and EXHIBIT "B"

TRACT 42-1 – 2.186 ACRES

TRACT 42-2 – 3.157 ACRES

- 1 Only that portion of the said 'Unrecorded' West part of Stingaree Addition No 1 are to be involved in these conveyances Petitioner is the sole owner of said 'Unrecorded' West part of Stingaree Add No 1
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said LINDA MARIE ATKINSON Petitioner herein
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
- 4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues
- 5 Approval of this metes and bounds application does not guaranty Galveston County Health Dept permits for the sewer system will be issued

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the 'Unrecorded' West part of Stingaree Addition No 1 all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 5<sup>th</sup> day of September 2012

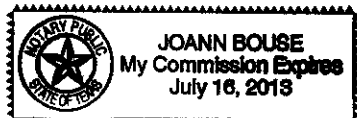
Linda Marie Atkinson  
LINDA MARIE ATKINSON  
P O Box 1385  
Crystal Beach, TX 77650

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner LINDA MARIE ATKINSON to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 5<sup>th</sup> day of September, 2012



Joann Bouse  
Notary Public-State of Texas

APPROVED

BY Mark Henry 9/18/12  
MARK HENRY Date  
County Judge

ATTEST  
Dwight Sullivan  
DWIGHT SULLIVAN  
County Clerk

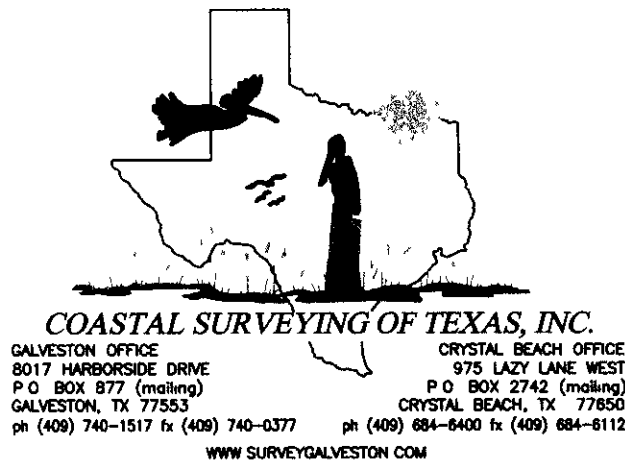


Exhibit "A"

**TRACT 42-1**

Being a tract or parcel of land in the 'Unrecorded' West part of Stingaree Addition No One (1) out of the O S Shaw Estate of 101 12 Acres in the Burrell Franks Survey, on Bolivar Peninsula, Galveston County, Texas and being out of Tract 1 as conveyed to Linda Atkinson in Galveston County Clerk File No (CCFN) 9933966 Galveston County Deed Records (GCDR), together with part of that certain tract or parcel conveyed to Linda Atkinson as recorded in CCFN 2005013572 GCDR, and being more particularly described as follows

COMMENCING at a point where the West line of the Burrell Franks Survey intersects the North ROW line of State Highway No 87,  
 THENCE Easterly along the North ROW line of said SH 87, a distance of 11,200 feet to the Southwest corner of said Tract 1 and the POINT OF BEGINNING,  
 THENCE N 46°00'10" W, along the West line of said Tract 1 and the West line of said Stingaree Addition No 1 unrecorded, a distance of 619 94 feet;  
 THENCE N 43°59'50" E, a distance of 93 20 feet,  
 THENCE S 40°40'55" E, a distance of 93 73 feet,  
 THENCE S 35°02'28" E, a distance of 263 62 feet,  
 THENCE S 41°42'48" E, a distance of 56 50 feet,  
 THENCE N 43°59'50" E, a distance of 235 35 feet to the West line of Stingaree Street (60' Row),  
 THENCE S 46°00'10" E, along the West line of Stingaree Street and the East line of the said Tract 1, a distance of 313 82 feet to the North line of said State Highway No 87,  
 THENCE S 65°04'50" W, along the said North line of State Highway No 87, a distance of 284 55 feet to the PLACE OF BEGINNING and containing 2 186 acres

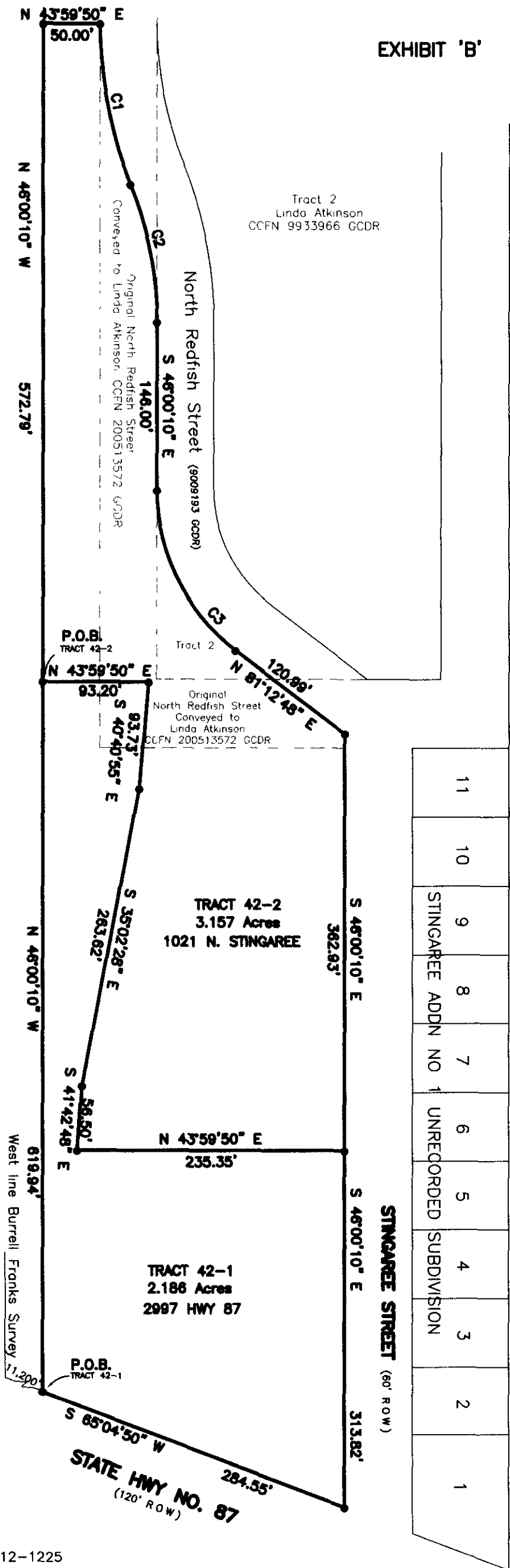
**TRACT 42-2**

Being a tract or parcel of land in the 'Unrecorded' West part of Stingaree Addition No One (1) out of the O S Shaw Estate of 101 12 Acres in the Burrell Franks Survey, on Bolivar Peninsula, Galveston County, Texas and being out of Tracts 1 and 2 as conveyed to Linda Atkinson in Galveston County Clerk File No (CCFN) 9933966 Galveston County Deed Records (GCDR), together with part of that certain tract or parcel conveyed to Linda Atkinson as recorded in CCFN 2005013572 GCDR, and being more particularly described as follows

COMMENCING at a point where the West line of the Burrell Franks Survey intersects the North ROW line of State Highway No 87,  
 THENCE Easterly along the North ROW line of said SH 87, a distance of 11,200 feet to the Southwest corner of said Tract 1,  
 THENCE N 46°00'10" W, along the West line of said Tract 1 and the West line of said Stingaree Addition No 1 unrecorded, a distance of 619 94 feet to the POINT OF BEGINNING,  
 THENCE Continuing along the West line of said Tract 1 and the West line of said Stingaree Addition No 1 unrecorded N 46°00'10" W, a distance of 572 79 feet,  
 THENCE N 43°59'50" E, a distance of 50 00 feet to the Northwest corner of the said Linda Atkinson tract in CCFN 2005013572 and the Northwest corner of that certain Road Right of Way conveyed to Galveston County as recorded in CCFN 9009193 GCDR being a curve to the Left,  
 THENCE with a curve turning to the Left with an Arc Length of 142 59 feet, with a Radius of 375 00 feet, with a Chord Bearing of S 56°53'47" E, with a Chord Length of 141 74 feet,  
 THENCE with a Reverse Curve turning to the Right with an Arc Length of 123.58 feet, with a Radius of 325 00 feet, with a Chord Bearing of S 56°53'47" E, with a Chord Length of 122 84 feet,  
 THENCE S 46°00'10" E, a distance of 146 00 feet,  
 THENCE with a Curve turning to the Left with an Arc Length of 161 22 feet, with a Radius of 175 00 feet, with a Chord Bearing of S 72°23'36" E, with a Chord Length of 155 57 feet,  
 THENCE N 81°12'48" E, a distance of 120 99 feet to the West line of Stingaree Street (60' row),  
 THENCE S 46°00'10" E, along the East line of said Tract 1 and the West line of said Stingaree Street, a distance of 362.93 feet,  
 THENCE S 43°59'50" W, a distance of 235 35 feet,  
 THENCE N 41°42'48" W, a distance of 56 50 feet,  
 THENCE N 35°02'28" W, a distance of 263 62 feet,  
 THENCE N 40°40'55" W, a distance of 93 73 feet,  
 THENCE S 43°59'50" W, a distance of 93 20 feet to the POINT OF BEGINNING and containing a calculated 3 157 Acres

Note The North 1 03 acres of this tract are under water and may be subject to the rights of the State of Texas in tidal waters

EXHIBIT 'B'

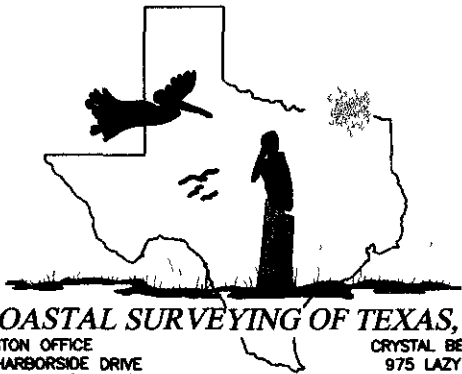


SCALE: 1" = 100'

C1 L=142.59' R=325'  
CHORD S 56°53'47" E  
CHORD LENGTH 141.74

C2 L=123.58' R=325'  
CHORD S 56°53'47" E  
CHORD LENGTH 122.84'

C3 L=161.22' R=175'  
CHORD S 72°23'36" E  
CHORD LENGTH 155.57'



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**CERTIFIED COPY  
GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 25b**

Consideration of application from Linda Marie Atkinson to convey portions of the 'unrecorded' west part of Stingaree Addition No. 1 on Bolivar Peninsula by metes & bounds without revising the plat

Motion to Approve by Commissioner Doyle, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed. 5-0

Aye: County Judge Henry, Commissioner Doyle, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark

Nay: (None)

Abstain: (None)

Absent: (None)

**STATE OF TEXAS        §**

**COUNTY OF GALVESTON   §**

**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain:**

**RE: AGENDA ITEM NO. 25b**

as passed by the Commissioners' Court on the 18th day of September, 2012, REGULAR Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18<sup>th</sup> DAY OF September, A. D., 2012.**

DWIGHT D. SULLIVAN, Clerk County Court  
and Ex-Officio Member of the Commissioners'  
Court of Galveston County, Texas



By:

*Brandy Chapman*  
Brandy Chapman, Deputy



APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES LINDA MARIE ATKINSON and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of the 'Unrecorded' West part of Stingaree Addition No 1, in Galveston County, Texas, recorded in GCCFN 9933966 and 2005013572 of the Deed Records in the County Clerk's Office of Galveston County, Texas, without revising the plat There shall be no changes in the streets, drainage or any other lines as presently exist In support thereof, Petitioner would respectfully show into the Court the following, to wit

A copy of a survey, with metes and bounds property descriptions, depicting the portion of 'Unrecorded' West part of Stingaree Addition No 1 attached hereto as EXHIBIT "A" and EXHIBIT "B"

TRACT 42-1 – 2.186 ACRES

TRACT 42-2 – 3.157 ACRES

- 1 Only that portion of the said 'Unrecorded' West part of Stingaree Addition No 1 are to be involved in these conveyances Petitioner is the sole owner of said 'Unrecorded' West part of Stingaree Add No 1
- 2 The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said LINDA MARIE ATKINSON Petitioner herein
- 3 Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition
- 4 The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues
- 5 Approval of this metes and bounds application does not guaranty Galveston County Health Dept permits for the sewer system will be issued

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of the 'Unrecorded' West part of Stingaree Addition No 1 all as per the survey plat and metes and bounds property description shown in Exhibit "A" and Exhibit "B" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper

EXECUTED this 5<sup>th</sup> day of September 2012

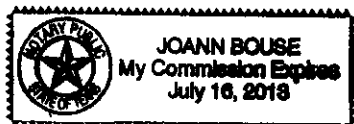
Linda Marie Atkinson  
LINDA MARIE ATKINSON  
P O Box 1385  
Crystal Beach, TX 77650

THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner LINDA MARIE ATKINSON to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed

WITNESSED MY HAND AND SEAL OF OFFICE this the 5<sup>th</sup> day of September, 2012



Joann Bouse  
Notary Public-State of Texas

APPROVED

BY Mark Henry 9/18/12  
MARK HENRY Date  
County Judge

ATTEST:  
Dwight Sullivan  
DWIGHT SULLIVAN  
County Clerk

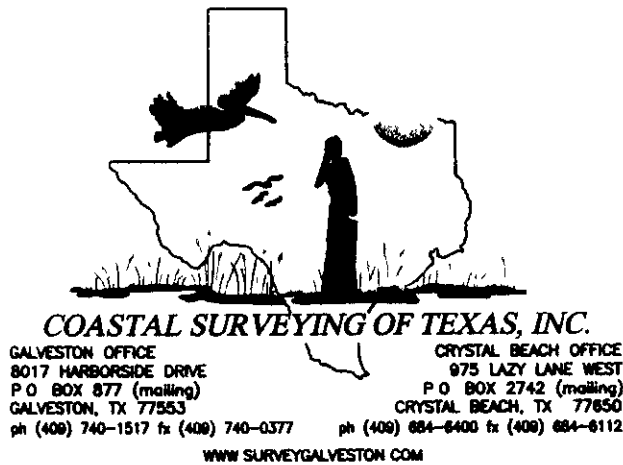


Exhibit "A"

## TRACT 42-1

Being a tract or parcel of land in the 'Unrecorded' West part of Stingaree Addition No One (1) out of the O.S Shaw Estate of 101 12 Acres in the Burrell Franks Survey, on Bolivar Peninsula, Galveston County, Texas and being out of Tract 1 as conveyed to Linda Atkinson in Galveston County Clerk File No (CCFN) 9933966 Galveston County Deed Records (GCDR), together with part of that certain tract or parcel conveyed to Linda Atkinson as recorded in CCFN 2005013572 GCDR, and being more particularly described as follows

COMMENCING at a point where the West line of the Burrell Franks Survey intersects the North R.O.W line of State Highway No 87,  
 THENCE Easterly along the North R.O.W line of said SH 87, a distance of 11,200 feet to the Southwest corner of said Tract 1 and the POINT OF BEGINNING,  
 THENCE N 46°00'10" W, along the West line of said Tract 1 and the West line of said Stingaree Addition No 1 unrecorded, a distance of 619 94 feet,  
 THENCE N 43°59'50" E, a distance of 93 20 feet,  
 THENCE S 40°40'55" E, a distance of 93 73 feet,  
 THENCE S 35°02'28" E, a distance of 263 62 feet,  
 THENCE S 41°42'48" E, a distance of 56.50 feet,  
 THENCE N 43°59'50" E, a distance of 235 35 feet to the West line of Stingaree Street (60' Row),  
 THENCE S 46°00'10" E, along the West line of Stingaree Street and the East line of the said Tract 1, a distance of 313 82 feet to the North line of said State Highway No. 87,  
 THENCE S 65°04'50" W, along the said North line of State Highway No 87, a distance of 284 55 feet to the PLACE OF BEGINNING and containing 2.186 acres

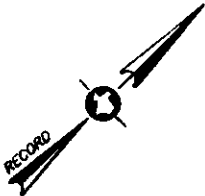
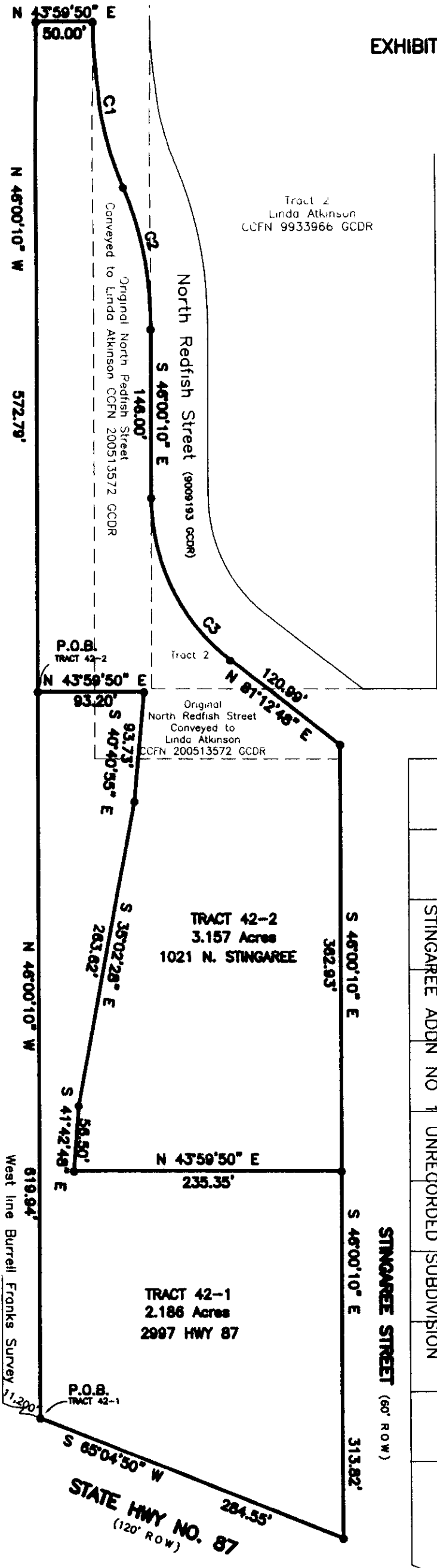
## TRACT 42-2

Being a tract or parcel of land in the 'Unrecorded' West part of Stingaree Addition No One (1) out of the O.S Shaw Estate of 101 12 Acres in the Burrell Franks Survey, on Bolivar Peninsula, Galveston County, Texas and being out of Tracts 1 and 2 as conveyed to Linda Atkinson in Galveston County Clerk File No (CCFN) 9933966 Galveston County Deed Records (GCDR), together with part of that certain tract or parcel conveyed to Linda Atkinson as recorded in CCFN 2005013572 GCDR, and being more particularly described as follows

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 THENCE Continuing along the West line of said Tract 1 and the West line of said Stingaree Addition No 1 unrecorded N 46°00'10" W, a distance of 572 79 feet;  
 THENCE N 43°59'50" E, a distance of 50 00 feet to the Northwest corner of the said Linda Atkinson tract in CCFN 2005013572 and the Northwest corner of that certain Road Right of Way conveyed to Galveston County as recorded in CCFN 9009193 GCDR being a curve to the Left,  
 THENCE with a curve turning to the Left with an Arc Length of 142 59 feet, with a Radius of 375 00 feet, with a Chord Bearing of S 56°53'47" E, with a Chord Length of 141 74 feet,  
 THENCE with a Reverse Curve turning to the Right with an Arc Length of 123 58 feet, with a Radius of 325 00 feet, with a Chord Bearing of S 56°53'47" E, with a Chord Length of 122 84 feet,  
 THENCE S 46°00'10" E, a distance of 146 00 feet;  
 THENCE with a Curve turning to the Left with an Arc Length of 161 22 feet, with a Radius of 175 00 feet, with a Chord Bearing of S 72°23'36" E, with a Chord Length of 155 57 feet,  
 THENCE N 81°12'48" E, a distance of 120 99 feet to the West line of Stingaree Street (60' row),  
 THENCE S 46°00'10" E, along the East line of said Tract 1 and the West line of said Stingaree Street, a distance of 362 93 feet,  
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Note: The North 1 03 acres of this tract are under water and may be subject to the rights of the State of Texas in tidal waters

EXHIBIT 'B'



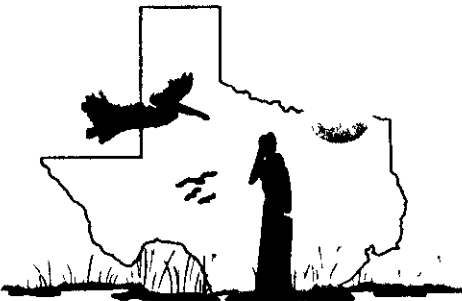
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CHORD LENGTH 122.84'

C3 L=161.22' R=175'  
CHORD S 72°23'36" E  
CHORD LENGTH 155.57'

11	10	9	8	7	6	5	4	3	2	1
STINGAREE ADDN NO 1 UNRECORDED SUBDIVISION										



COASTAL SURVEYING OF TEXAS, INC

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8017 HARBORSIDE DRIVE  
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P.O. BOX 2742 (mailing)  
CRYSTAL BEACH, TX 77650  
www.surveygalveston.com



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dwight D. Sullivan*

2012051172

September 19, 2012 02 27 19 PM

FEE \$28 00

Dwight D Sullivan, County Clerk  
Galveston County, TEXAS

AGENDA

ITEM

#26a



# THE COUNTY OF GALVESTON

On this the 18<sup>th</sup> day of September, 2012, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

**Mark A. Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

<b>An Order Naming a Portion of State Highway 87 in Galveston County, Texas as the Jane Long Memorial Highway</b>
---

**Whereas, Whereas, Jane Herbert Wilkinson Long**, one of the earliest Anglo women to settle in the wild lands that were to become the State of Texas, is often called the “**Mother of Texas**” because of her independent and determined character that helped give birth to the whole **Texas** Revolution. Her strength and courage were legend by the time she was 24. While living alone on **Bolivar Peninsula** in 1821, **Jane** endured Indian attacks, famine, fever, childbirth, and the coldest winter that Americans had ever seen in Texas. For the rest of her life, she helped to shape Texas, first, into a Republic, then the great State that it is. In the tradition of American Revolutionary War patriots **Molly Pitcher** and **Betsy Ross**, **Jane Long** contributed to the birth of the State of **Texas** in ways that went far beyond the traditional roles of women of the early 19<sup>th</sup> century, and

**Whereas**, joining her husband **General James Long** in Texas in 1821, **Jane Long** moved to a mud fort on **Bolivar Peninsula** where a year earlier she had vowed to set up her household. After her husband left the settlement in September of that year to seek funding for the encampment, she was left alone on **Bolivar Peninsula** with only her five year old daughter **Ann** and her twelve year old slave **Kian**. **Jane** was already several months pregnant with her third child. She and the girls held off **Karankawa** Indians by pretending that soldiers still occupied the fort. They dressed in cast-off uniforms and fired the cannon as they raised a makeshift flag that was actually **Jane's** red flannel petticoat. But, with provisions dwindling, they came close to starving to death. Alone on a freezing night in December 1821, **Jane Long** delivered another daughter and named her **Mary James**. The reports of this child's birth and her mother's endurance and determination spread throughout the land and led to **Jane Long** being known as the **Mother of Texas**. Shortly afterwards **Jane** learned that her husband had been captured and was imprisoned in **Mexico**. Determined to remain at the fort on **Bolivar Peninsula** and await his promised return, she rejected offers of transport from many colonists who stopped at Long's camp. Finally in March of 1822, she agreed to accompany a settler to his destination at the mouth of the **San Jacinto River** in upper Galveston Bay. That summer she discovered her husband had been killed in **Mexico City**. In 1825 **Jane Long** moved to **San Felipe** as one of **Austin's Old Three Hundred**. She was given a head right of land, usually only accorded to a male head of household. There, in **Austin's** first capitol, men such as **William Travis**, **Mirabeau Lamar**, **Ben Milam**, and **Sam Houston** plotted the war with **Mexico**. **Jane Long** joined them as a revolutionary in the cause for **Texas** independence. Her boarding house near the mouth of the **Brazos River** was used for rallies and secret meetings, for hiding arms and munitions, and as a safe hold where soldiers' worldly goods could be left in her keep when they went off to fight. As the battle for independence developed, she fled east just ahead of the **Mexican Army** in what was known as the **Runaway Scrape**. Her flight ended once again on **Bolivar Peninsula** when news arrived that **Sam Houston** had defeated **Santa Anna** in the **Battle of San Jacinto**, and

**Whereas, Jane Herbert Wilkinson Long** saw the birth of an independent **Texas Republic** from the same stretch of **Bolivar Peninsula** where she began her long and lonely struggle in **Texas**. She became a respected and powerful figure in a land where women had little influence. For her services during the **Texas Revolution**, she was made an honorary member of the **Texas Veterans Association**. During World War II, a Liberty ship, the **SS Jane Long**, was named for her. She never remarried, remaining devoted to her husband, but she took up his cause – that of the American settlement of **Texas**. She was a true **Texas Patriot** whose spirit and strength have become a hallmark for the current inhabitants of **Bolivar Peninsula** who proudly consider themselves as following in her footsteps, with their strength and determination to redevelop their cherished homes that were ravaged by Hurricane Ike, and

**Whereas**, for a number of years, **State Highway 87** on **Bolivar Peninsula** has oftentimes informally been referred to as the **Jane Long Highway**, there has never been, until now, formal recognition of this designation

**Now, Therefore Be it Ordered as Follows:**

1. That the stretch of State Highway 87 that commences at the Ferry Landing and continues to the intersection of State Highway 87 and State Highway 124 be officially designated as the **Jane Long Memorial Highway**.
2. That **TxDot** be requested to install two Clearview brown background, white legend sign in the size and with the wording attached hereto as Exhibit “A” on the southerly side of State Highway 87 approximately 200 feet from the ferry landing and a identical sign at approximately 1200 feet on the northerly side of State Highway 87 from the intersection of State Highway 124 in the size, both locations being shown on the aerials attached hereto as Exhibits “B” and “C”
3. That, Galveston County agrees to pay for the cost of the construction and installation of the signs in full which, as set forth in Exhibit “D” attached hereto is \$4,699 50
4. That Galveston County, by passage of this Order, commits itself to be responsible for the costs of maintenance of these signs in the future

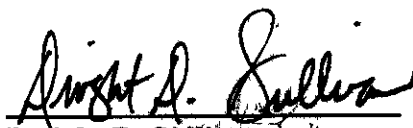
**Be it Further Ordered** that this Order becomes effective as of this date and that it remain in force and effect until repealed by a subsequent Order of this Court


**Be it Further Ordered** that a copy of this Order be placed upon the minutes of this Court and that the Original hereof be sent to the State of Texas acting by and through the Texas Department of Transportation

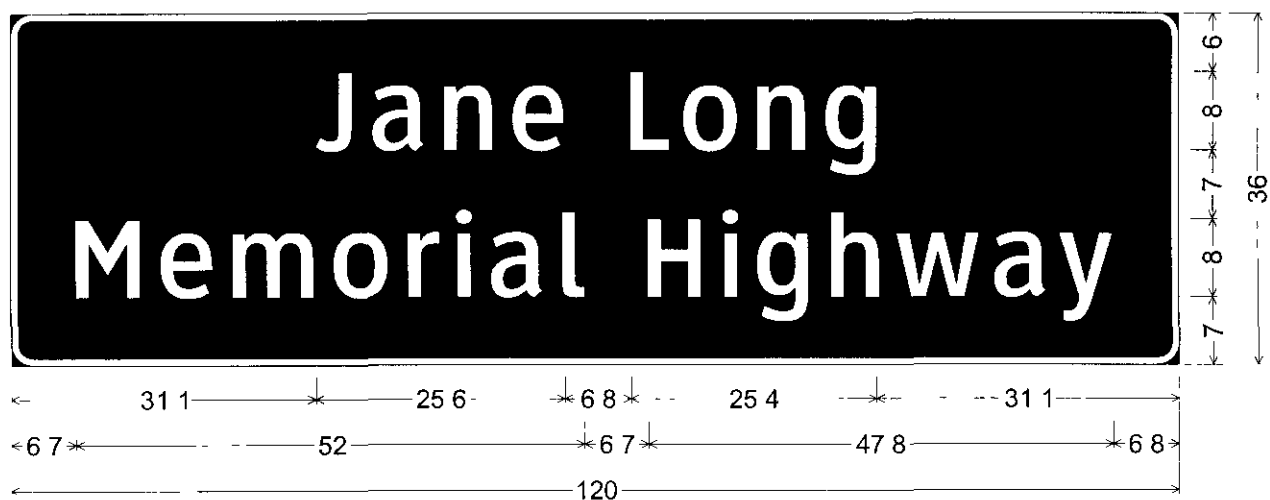
**Upon Motion Duly Made and Seconded, the Above Order** was unanimously passed on this the 18<sup>th</sup> day of September, 2012

Attest:

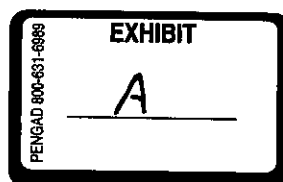
County of Galveston, Texas

  
Dwight D. Sullivan  
County Clerk

  
Mark A. Henry  
County Judge



2.3" Radius, 0.8" Border, White on Brown,  
 "Jane Long" ClearviewHwy-3-W, "Memorial Highway" ClearviewHwy-3-W,





← N

Jane Long  
MEMORIAL HIGHWAY

200'

Frenchtown Rd

Frenchtown Landing

Wicca St

Frenchtown Rd

Port Bolivar - Galveston

PENGAD 800-831-0889

EXHIBIT

B

EXHIBIT #1

EXHIBIT #2

East end  
of SH 87

~1200'  
physical  
gore

Jane Long  
MEMORIAL HIGHWAY

SH 124

SH 124

EXHIBIT  
C  
PENGAD 800-631-6886

N →



## Statement of Cost

Form 1494  
(Rev. 09/11)  
Page 1 of 3

Claim/Task Number To be assigned by Accounting Office Date 08/31/12

Name Mr. Harvey Bazaman

Address (if known) (e-mail) Harvey Bazaman@co.galveston.tx.us

Date of Accident There is no accident associated with this cost estimate

Location SH 87, Bolivar Peninsula

City \_\_\_\_\_ County Galveston

Highway SH 87, EB sign located east of the Ferry Landing Area, and WB sign, located just west of SH 124

Description Manufacture and install two (2) JANE LONG MEMORIAL HIGHWAY signs

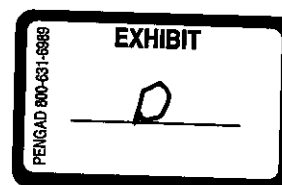
Delete this Section

Labor Charges	(Click on + to add items / to delete items)	Total Units	Rate	Amount
Salaried - Crew Chief		8 hour	17.990000	\$ 143.92
Hourly - Maintenance Tech III		8 hour	15.320000	\$ 122.56
Other - Maintenance Tech II		12 hour	15.090000	\$ 181.08
Other - Maintenance Tech I		12 hour	14.260000	\$ 171.12
Other - Maintenance Tech I		8 hour	14.370000	\$ 114.96
Subtotal - Labor				\$ 733.64

Delete this Section				
Equipment Charges	(Click on + to add items / to delete items)	Total Units	Rate	Amount
Equipment- Bucket Truck 6218 - G		8 each	2.56000	\$ 20.48
Other - Sign truck 5171 - H		12 each	4.44000	\$ 53.28
(District Description) -Set up truck		8 each	9.20000	\$ 73.60
Subtotal - Equipment				\$ 147.36

Delete this Section

Materials & Supplies Required	(Click on + to Add items / to Delete items)	Total Units	Rate	Amount
Warehouse Stock issues, four 7 Foot long legs (& misc hardware)		4 each	150.00000	\$ 600.00
Received Materials - extruded aluminum panel (30 sq. ft each sign		60 each	15.00000	\$ 900.00
Other - four concrete footings with rebar (cats in place)		4 each	500.00000	\$ 2,000.00
(District Description)		each		
Subtotal - Materials & Supplies				\$ 3,500.00



Claim/Task Number To be assigned by Accounting Office

Total Charges \$ 4,699.50

**Delete this Section**

Other Charges <small>Click on (+) to Add Items or (-) to Delete Items</small>	Total Units	Rate	Amount
Service Center Costs	each		
Contract Management	each		
Other	each		
(District Description)	each		
<i>Subtotal - Other Charges</i>			
<b>Subtotal</b>			\$ 4,381.00
<b>*General &amp; Administrative Cost FY '12 Rate - District @ 7.27%</b>			318.50
<b>Total Charges</b>			\$ 4,699.50

  
Submitted By

Sergio Rodriguez, P.E.  
Please Print Name

Traffic Engineer  
Title

Approved By

Please Print Name

Title

#### Labor Costs (Salaried & Hourly)

These labor charges are determined by the number of direct labor hours charged to the project by salaried/hourly employees. Included charges are unemployment insurance, health benefits, retirement benefits, and other charges incurred by TxDOT on behalf of the employees involved with the project.

#### Equipment Charges

These costs are determined by the number of hours or miles that the Department's various pieces of equipment are used to complete the project. Each piece of equipment has a predetermined hourly usage rate. This rate includes depreciation and repairs.

#### Materials and Supplies

These are the materials and supplies used to repair the damaged property.

#### Other Charges

These are the overhead costs associated with the handling of materials and supplies and are assessed based on the dollar value of the materials and supplies used on the project.

#### General and Administrative Costs

These are the general and administrative costs of the district's support services as well as those of TxDOT's general administration. Costs include but are not limited to accounting, budgeting, auditing, centralized purchasing, and legal services. The recovery of indirect costs is required by Texas Government Code, Chapter 2106.  
[http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV\\_2106.htm#2106.003](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV_2106.htm#2106.003)

#### Crash/Accident Report

To obtain a copy of a Crash/Accident Report contact TxDOT Crash Records Customer Service Line at (512) 486-5700. The request must be in writing and fee must be paid. The Texas Transportation Code Chapter 550 states Crash Records information is privileged and for confidential use.  
[http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN\\_550.htm#550.065](http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN_550.htm#550.065)

#### Statute of Limitations

A right of action of the state is not barred by any statute of limitations. See Texas Civil Practice and Remedies Code Chapter 16, §16.061 'Rights Not Barred'.  
[http://www.statutes.legis.state.tx.us/Docs/CP/htm/CP\\_16.htm#16.061](http://www.statutes.legis.state.tx.us/Docs/CP/htm/CP_16.htm#16.061)

#### No Depreciation on Real Property

The "replacement-cost depreciation method" is used because that is the cost to the Texas taxpayers. "Replacement-cost depreciation method" is defined: "A depreciation method that fixes an asset's value by the price of its substitute." This is referenced in the Black's Law Dictionary.

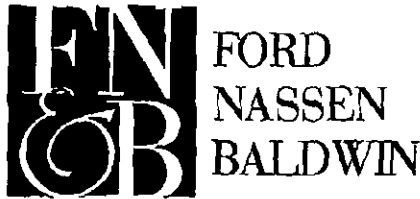
#### Negligence - Authority to Collect for Damages

The failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation; any conduct that falls below the legal standard established to protect others against unreasonable risk of harm, except for conduct that is intentionally, wantonly, or willfully disregarding of others' rights. This is referenced in Black's Law Dictionary.

AGENDA

ITEM

#26b



FORD  
NASSEN  
BALDWIN

ONE RIVERWAY, SUITE 2070  
HOUSTON TX 77056

Curtis W. Martin  
Direct 713-961-3344  
Fax 713-961-3355  
Email [cwmartin@fordnassen.com](mailto:cwmartin@fordnassen.com)

September 11, 2012

*Via email Harvey Bazaman@co galveston tx us*

Mr Harvey Bazaman  
County Attorney  
Galveston County  
722 Moody  
Galveston, TX 77550

Dear Harvey

I write as a matter of caution in order to clarify our firm's role in certain disputes relating to the Galveston County railroad bridge replacement project and to seek the County's formal agreement to waive conflict (if there are any) concerning this firm's involvement with a party who has been sued in relation to that project

In the past, this firm has represented Galveston County in certain discreet legal matters in which you have sought our assistance with respect to legal matters relating to one construction project or another. While we do not have any ongoing services at present, we hope that the County may call on our services again in the future.

Sometime late last year you called me about the bridge replacement project. I do not know the formal name by which the County describes this project, but I am referring to the replacement of the railroad bridge alongside the Galveston causeway which we understand was awarded to a joint venture consisting of Cianbro and Brasfield & Gorrie. For simplicity, I will call it the "Project." At the time, we indicated our willingness to assist the County, but you later advised that you would not seek our assistance in connection with that project apparently because another member of the group that is funding that project objected to our involvement.

About the same time we had these discussions, we were contacted by a firm that anticipated the possibility of litigation with respect to the same project. I mentioned this to you at the time but now write to remind you of these discussions.

Here are the key facts. The County's contractor (for the Project) hired an entity known as Boyer, Inc. ("Boyer") to perform certain utility-related aspects of the work, including the relocation of one (or two) water lines.



Boyer's scope of work involved the placement of certain casing for the water lines which was to be done under the intercoastal waterway. Boyer subcontracted the casing installation to a company known as Bortunco, Inc. We understand that Bortunco began that work, perhaps sometime in 2011.

By the summer of 2011, Bortunco, Inc. was discussing selling certain assets to the Magnum Tunneling, LLC ("Magnum"). Magnum agreed to purchase certain assets from Bortunco, Inc. and concluded that transaction in November 2011. The Bortunco, Inc./Boyer subcontract was one of the "assets" contemplated in the Asset Purchase Agreement, but the purchase of that asset was subject to Boyer's agreement to an assignment or to Boyer's willingness to agree to Magnum's acting as a subcontractor. Neither of these was forthcoming. As a result, Magnum had no further involvement in performance of the work, and the subcontract was not transferred to Magnum.

Magnum has now been sued in connection with that transaction. Boyer asserts that Magnum tortiously interfered with contractual relations and/or misrepresented its intentions with respect to the Bortunco, Inc./Boyer subcontract. Magnum disputes these allegations and has hired our firm to defend it, as well as maintain a counterclaim against Boyer for wrongfully detaining equipment which Magnum purchased from Bortunco, Inc. in the Asset Purchase Agreement.

Although these facts arise out of the Project, Magnum has no dispute with Galveston County or Galveston County's contractor. Nevertheless, in an abundance of caution, I want to make you aware of these facts.

I believe that the Boyer-Magnum dispute only involves the County insofar as the County asserts delay damages against its joint venture contractor. If the joint venture attempted to pass those damages down to Boyer, Boyer would likely argue that some of the damages were caused by Magnum. In any event, Magnum disputes all liability for any delay damages.

In spite of this, it does not appear to me that Magnum is adverse to Galveston County. To the extent that any of Boyer's damages are based on any County delay damages, the real issues between Magnum and Boyer concern Boyer's claim that Magnum acted improperly with respect to Boyer's interests.

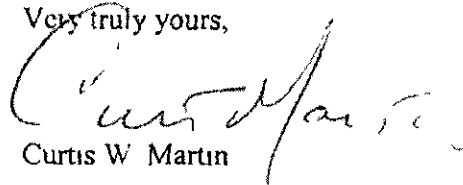
Nevertheless, we do not wish to have any misunderstandings with the County. Therefore, we ask that you consider this matter and agree that (1) there is no conflict, and/or (b) if you feel there is a conflict, that the County would waive it in consideration of this firm's service to the County in light of the fact that we will not be involved with the County in any way concerning the Galveston bridge project.



Mr. Harvey Bazaman  
September 11, 2012  
Page 3

Please let me know if you have any questions about this matter. I look forward to your response.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Curtis W. Martin".

Curtis W. Martin

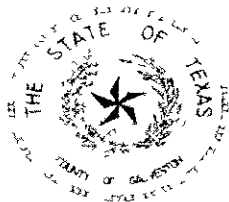
CWM/ms

c Anthony D. Whitley (firm)

AGENDA

ITEM

*#27a*



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9-13-12	Department	Facilities				
Renewal Contract	Yes	Orgkey	2205295100	Object Code	5423000		
Contract Start Date	10/1/12	Vendor	Control Screening				
Contract End Date	9/30/13	Vendor No	708620	Contract No	CM12021 EXP 9/30/12		
Description	Provider Annual maintenance for X-Ray Equipment at 600-39th + 5700 Avenue H.						
Contract # Issued By Purchasing		CM12021		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
General				\$18,000.00			
Totals				\$18,000.00			
Total Cost							

Approved By	Date	Signature
Department Head		
<i>Charles Kennedy</i>	9/13/2012	<i>[Signature]</i>
Purchasing Agent		
County Legal		
Contract listed in Budget Documentation (Yes/No) <input checked="" type="checkbox"/> Yes		
County Budget Office	<i>[Signature]</i>	<i>[Signature]</i>

**CONTROL SCREENING**  
2 GARDNER ROAD, FAIRFIELD, NEW JERSEY 07004  
Tel: 973-276-6000;  
Fax: 973-276-6166

**ANNUAL MAINTENANCE AGREEMENT**

BILLING ADDRESS:

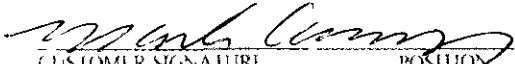

SYSTEM ADDRESS:  
Galveston County Justice Center  
602 59<sup>th</sup> Street  
Galveston, Texas 77550

ATTN Debra Belany  
PHONE 409-766-2384

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC3920	051102P#1	10/01/12 - 09/30/13	PLATINUM	\$4000
AC5333P	050222P#1MESM	10/01/12 - 09/30/13	PLATINUM	\$5000
AC5333P	050223P#1MESM	10/01/12 - 09/30/13	PLATINUM	\$5000
AC4626	091009P#405MESM	10/01/12 - 09/30/13	PLATINUM	\$4000

TOTAL \$18,000

THERE IS 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR,  
TO BE SCHEDULED BY CUSTOMER  
PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

 9/18/12  
CUSTOMER SIGNATURE POSITION DATE  
ACCEPTED BY CONTROL SCREENING  9/24/12  
DATE

CONTROL SCREENING LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS

**AUTOCLEAR  
CONTROL SCREENING  
GENERAL TERMS AND CONDITIONS**

- A. Equipment:** This Agreement covers only the Equipment described and does not include items that are not of AutoClear LLC (AC) manufacture unless otherwise specified
- B. INSPECTION:** Each item of Equipment shall be inspected and tested each year as specified in the Plan selected. Repairs and adjustments will be made provided the need rises from normal usage and not from abuse, labor disputes, fire, water, explosions, or as a result of improper power or environmental conditions that are the responsibility of the Customer. This inspection shall consist of a complete check of the Equipment, alignment, and cleaning when considered necessary by a CS Service Engineer or Authorized Service Representative
- C. CONDITIONS OF ACCEPTANCE:** AC will inspect and overhaul any Equipment that is not currently covered by either the Warranty or Annual Maintenance Agreement in order to determine that the Equipment is acceptable before enrollment. The inspection and overhaul will be at the Customer's location and will be chargeable at a Discounted Per Diem Rate plus the cost of any parts needed
- D. REPAIR:** AC shall repair at no charge any Equipment that fails under normal usage that is repairable at Customer's location. Equipment that requires factory attention must be returned to the factory for repair at Customer's expense. All items being returned must have a Return Authorization Number that is received from the Service Department. This Agreement does not include repairs resulting from Operator Error, Damage caused by a third party, Acts of Nature, Union Disputes, etc.
- E. RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed by AC for delays by suppliers in providing material services, for acts of God, decrees or acts of government, strikes, delays in transportation, Unavailability of Replacement Parts, interruption of business of either party or other causes beyond CS's control and in any event CS shall not be liable for consequential loss or damage
- F. COMPONENT EXCHANGES:** AC may, at its discretion, exchange or modify components. Only those components which may have not been altered in such fashion as to destroy their intrinsic value will be considered suitable for exchange or modification
- G. EMERGENCY SERVICE:** In addition to the agreed inspection visit, Customer may call for visits at no additional charge during our Regular Business Hours in case of Emergency Technical Breakdowns. The term Emergency Technical Breakdown as used here shall not apply to normal replacement of expendable items. Every responsible effort will be made to give a 24-hour Control Screening response time to emergency calls during regular business hours
- H. COVERAGE:** The Maintenance Agreement shall cover travel expenses, parts and services as specified in the Service Plan selected. See attached Service Plan Options.
- I. CUSTOMER FACILITIES:** Customer is to provide resources necessary to move or transport Equipment, including the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly
- J. RENEWAL:** This Agreement may be renewed for additional successive yearly periods by mutual consent at prices effect at time of renewal
- K. TERMINATION:** Either party may terminate this Agreement at any time on 30-Day Written Notice. Any refunds and additional charges shall be made on a Pro-Rata basis.
- L. PAYMENT TERMS:** Invoices will be issued approximately 30 days prior to the commencement of the Agreement. Payment is Net 30 Days from the date of the invoice. Special terms are available subject to an additional service charge. Standard U.S. Government payment terms for the period of the Agreement will be extended to all Federal Agencies. Credit Cards are accepted for payment
- M. HOURS OF SERVICE:** All maintenance rates are based on providing service during our Regular Business hours, 8:30 to 5:00pm Monday thru Friday excluding Holidays. Where service is required in addition to or outside of these hours, such service is chargeable at our Normal Hourly rate instead of our over-time hourly rate charged to Per Diem Customers. Service outside our normal working hours where a Service Engineer is called from their home has a Four Hour Minimum Charge
- N. TRAVEL TIME:** Travel time will be that time spent traveling from the last location or from the local Service Office, whichever is the lesser distance under normal circumstances, and then return to same or any portion thereof, not chargeable to another Customer
- O. GUARANTEE:** All Per Diem work performed and all material installed (excluding that material which has its own specific warranty) by AC is guaranteed for 30 days from completion date, for that work actually performed to be within manufacturer's specifications. Additional work required, regardless of time interval, will be charged accordingly
- P. TAXES:** Customer shall pay all applicable taxes payable based on charges made or services furnished hereafter



## **AUTOCLEAR** **CONTROL SCREENING**

### **SERVICE PLAN OPTIONS    X-RAY SCANNERS**

#### **PLATINUM LEVEL      USA ONLY**

- Premier level of service
- Preferred Customer status on Emergency Service Calls
- Includes all Parts, Labor, Travel and Living Expenses
- TWO Preventive Maintenance checks with radiation survey    These are to be scheduled by the account at their convenience    Includes Cleaning, Adjustments, Tightening, and Calibrations
- Technical Support 800 number
- Unlimited visits by a technician for Emergency Technical Problems
- One Fixed Cost per Agreement for Maintenance and Emergency Technical repair

#### **GOLD LEVEL      USA ONLY**

- Preventive Maintenance check
- Includes Labor and Parts
- Excludes Travel Costs, and Travel and Living Expenses for all Service calls

#### **SILVER LEVEL      USA ONLY**

- Includes Labor
- Preventive Maintenance check
- Travel and travel related cost
- Excludes all Parts    All cost for Parts are charged at List Price to the customer upon installation

- **ALL PLANS ARE FOR TWELVE MONTH PERIODS**
- **PLATINUM PLAN INCLUDES TWO PREVENTIVE MAINTENANCE CHECK**
- **BASED ON SERVICE PERFORMANCE DURING REGULAR BUSINESS HOURS**





AGENDA

ITEM

#28a



## Galveston County Human Resources Policy Manual

### *Policy HR009-Salary Administration Policy*

#### M TCLEOSE Certification Pay Program

The purpose of this policy is to provide prerequisites and guidelines for Law Enforcement TCLEOSE Certification Pay

- a *Employees eligible to participate in the TCLEOSE Certification Pay Program*
- b Definitions
  - 1 An eligible employee must serve in a Law Enforcement Capacity
  - 2 Certification Pay Additional compensation for higher level TCLEOSE certifications, including Intermediate, Advanced, and Master
  - 3 TCLEOSE The Texas Commission on Law Enforcement Standards and Education, the governing body in Texas that licenses peace officers, correction officers, and telecommunications
- c General Requirements
  - 1 In order to be eligible to participate in the program an Employee must be assigned in a full-time sworn position
  - 2 The eligible Employee must have completed his or her introductory period
  - 3 The eligible Employee must complete each specified requirement in order to receive any compensation associated with the program
- d Certification Pay
  - 1 All sworn personnel are considered eligible for compensation pay based on TCLEOSE certifications
  - 2 In order to receive that pay, the Employee must
    - a Meet all requirements for the TCLEOSE certification sought,
    - b Provide verifiable records to the supervisor, who shall ensure the validity of the record provided
    - c The supervisor, upon verifying all requirements are met, shall issue a personnel action setting the Employee's new rate The form, accompanied



## Galveston County Human Resources Policy Manual

*by copies of the appropriate certificate(s), shall be forwarded to the County's Human Resources Department*

- d Certification pay may not be rescinded for disciplinary reasons
- e Certification Pay based on the following
  - Intermediate \$50 00 per month
  - Advanced \$100 00 per month
  - Master \$150 00 per month

AGENDA

ITEM

#29a1



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/4/12	Department	Information Tech				
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5492101		
Contract Start Date		Vendor*	ComCast				
Contract End Date	36 months	Vendor No	711376	Contract No			
Description	Point to Point 50mb upgrade to 1 Gb						
Contract # Issued By Purchasing				Requested Legal Review		Yes <u>  X  </u> No <u>      </u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Telephone Expense	5492101			3,300 00 m			
Totals		-	-	-	-	-	-
Total Cost		39600					

Approved By	Date	Signature
<del>Department Head</del> Admin Coord	9-5-12	
Purchasing Agent	9-5-2012	
County Legal	9-5-12	

Contract listed in Budget Documentation (Yes/No)   No  

County Budget Office		9/5/2012
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## Comcast Business Communications, LLC Network Services Agreement

This Agreement ("Agreement") is made on the 30th day of August, 2012 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and County of Galveston ("Customer"), with offices located at PO Box 1418 Galveston, TX 77553-1418. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

### Description of Services to be provided by Company to Customer

1000 Mbps [priority network bandwidth] Ethernet Private Line ("EPL") Services at the sites set forth in Schedules A and B attached hereto	
Term of Agreement (months) Thirty-Six (36)	Agreement Number TX-14035-083012-02
Non-Recurring Charges ("NRC") \$00.00	Monthly Recurring Charges ("MRC") \$3,300.00
Any Additional Charges/Explanation	
Number of Sites Two (2)	Estimated Service Date Ninety (90) to one-hundred twenty (120) days after mutual execution of Agreement
Notes / Comments Modifications made to the terms and conditions of the Agreement are set forth in the First Amendment attached hereto	
Sales Person Carl Sugden	Telephone Number (713) 341-8626
General Manager Robert Newsom	Telephone Number (713) 341-8093
Customer Contact JJ Allen	Telephone Number (409) 770-6013

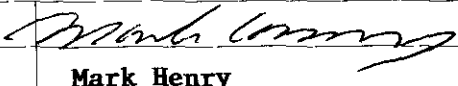

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

### County of Galveston

### Comcast Business Communications, LLC

Signature		Signature	
Printed Name	<b>Mark Henry</b>	Printed Name	Terrence J. Connell
Title	<b>County Judge</b>	Title	Sr. VP Sales and Operations
Date	<b>9/18/12</b>	Date	9/4/2012

## **SECTION 1 - SCOPE OF SERVICE**

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

## **SECTION 2 - INSTALLATION OF NETWORK**

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is

called the Billing Information Form ("Billing Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

## **SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK**

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

## **SECTION 4 - COMPENSATION, PAYMENT**

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro-rated in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the

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Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

6.4 In the event that any newly adopted law, rule, regulation or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

#### SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Thirty-Six (36) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Thirty-Six (36) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

#### SECTION 6 - TERMINATION WITHOUT FAULT, DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:  
(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof, or

(ii) either Party's insolvency or initiation of bankruptcy or receivership

proceedings by or against the Party

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above, Company shall be entitled to Termination Charges for any Customer Default.

#### SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

#### SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.

8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees, agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter), (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment services or networks provided by Customer or third parties.



8 5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement

8 6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete)

## SECTION 9 - INDEMNIFICATION

9 1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services, and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right license, agreement, or certificate relating to the subject matter hereof

9 2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available, provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed

## SECTION 9A - USE POLICIES

9A 1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by

reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A 2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## SECTION 10 - INSURANCE

10 1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10 2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10 3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

## SECTION 11 - ASSIGNMENT

11 1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11 2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

## SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

## SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement, and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

## SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company

#### SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

#### SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential, provided that (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

#### SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under

this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

##### To Customer

Attn: JJ Allen  
County of Galveston  
PO Box 1418

Galveston, TX 77553-1418

With an additional customer copy to

##### To Company,

Attn: VP - Business Services  
Comcast Business Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103

##### With a copy to

Attn: Cable Law Department  
Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103

#### SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### SECTION 19 - GOVERNING LAW AND COURTS

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement except to the extent superseded by federal law.

#### SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

#### SECTION 21 - AMENDMENTS, NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

#### SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement

#### **SECTION 24 - INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

#### **SECTION 25 - RIGHT TO ENTER INTO CONTRACTS**

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement, provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

Amendment No. TX-14035-083012-02/A1

**FIRST AMENDMENT**  
**To**  
**Network Services Agreement No. TX-14035-083012-02**

**This First Amendment** ("Amendment") is concurrently entered into on August 30, 2012 ("Effective Date") in conjunction with Network Services Agreement No. TX-14035-083012-02 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and County of Galveston ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional *Terms and Conditions to which the Parties have agreed to*,

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Section 2.3 of the Agreement is hereby modified to read as follows:

"Company and its employees, agents, lessees, officers and its authorized vendors will require ingress and egress into and out of the Buildings in connection with the provision of Services. Depending on the specific building (e.g., County Jail or Justice Center), Company understands that due to security reasons, Company and its employees, agents, lessees, officers and its authorized vendors are required to be accompanied by Customer's County employees at all times. Upon reasonable notice from Company to Customer's Authorized Representative whose name, address and phone number is set forth in Section 17.1 below, Customer shall assist Company in accessing each Building."

2. Section 2.8 of the Agreement is hereby modified to read as follows:

"At such time as Company completes installation, connection and successful testing of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the "Customer Installation Quality Assurance" form ("Billing Form"), a copy of which is attached hereto as "Schedule C". Company may update, modify or replace the service notification form from time to time without notice to Customer."

3. Section 3.1 of the Agreement is hereby modified to read as follows:

"The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action knowingly that directly or indirectly impairs Company's title to the Network, or knowingly exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers."

4. Section 4.1 of the Agreement is hereby modified to read as follows:

"The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Service, Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Customer will tender payment to Company in accordance with the terms and conditions of what is commonly called the "Texas Prompt Payment Act (Chapter 2251, Texas Government

Comcast Business Communications, LLC  
CONFIDENTIAL and PROPRIETARY

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Amendment No. TX-14035-083012-02/A1

Code) In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing ”

- 5 Section 4.2 of the Agreement is hereby modified to read as follows

“Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. The foregoing notwithstanding, the provisions of what is commonly called the Texas Prompt Payment Act will apply to any payment not paid when due ”

- 6 The following is hereby added at the end of Section 4.3 to read as follows

“Company acknowledges that in accordance with this Section 4.3 it is in receipt of Customer’s tax exemption certificate and that Customer’s tax exempt number is 74-6000908 ”

- 7 Section 6.3 (iii) of the Agreement is hereby modified to read as follows

“Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default, unless such failure is in accordance with the terms and conditions of the “Texas Prompt Payment Act” ”

- 8 The following is hereby added at the end of Section 7.1 to read as follows

“Company recognizes that Customer is a governmental entity that provides, among other services, law enforcement and emergency management to the public and will use commercially reasonable efforts to respond to Customer’s request for maintenance service within four (4) hours of time of request and to make repairs as quickly as possible ”

- 9 The following is hereby added at the beginning of Section 9 of the Agreement to read as follows

“The Indemnification requirements set forth in the Agreement are permissible only to the extent allowed by the laws of the State of Texas ”

- 10 The following is hereby added at the end of Section 10.2 to read as follows

“Notwithstanding the foregoing, Company acknowledges that Customer is a governmental entity of the State of Texas and is self-insured for all purposes, to the extent required by Texas law. Upon receipt of written documentation in the form of a self-insurance coverage certificate or letter acknowledging the same, Company agrees that coverage afforded through such program will satisfy Customer’s requirements under this section 10.2 ”

- 11 Section 10.3 of the Agreement is hereby modified to read as follows

“The liability limits under Company’s policy shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability ”

- 12 Section 16.1 of the Agreement is hereby modified to read as follows

“Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential, provided that (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes,

Amendment No TX-14035-083012-02/A1

whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation, such as what is commonly called the "Texas Open Records Act" "

13 Section 16 2 of the Agreement is hereby modified to read as follows

"Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law (e g the "Texas Open Records Act") "

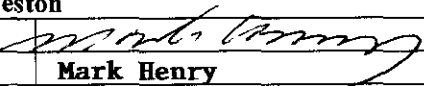
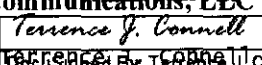
14 Section 19 of the Agreement is hereby modified to read as follows

"This Agreement and any issues arising out of or in relation thereto shall be governed by the law of the State of Texas, without regard to its choice-of-law provisions and venue shall lie in Galveston County, Texas "

15 Section 28 is hereby added to the Agreement to read as follows

"Non-Appropriation of Funding In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during the term of this Agreement referenced herein, the Agreement may be terminated ("Termination") by the Customer upon written notification to Company, to include a copy of the non-appropriation of funds notification, for the period in which funds are not appropriated or otherwise secured In the event Customer terminates the Agreement under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid Non-Recurring Charges, Monthly Recurring Charges for any and all Services rendered until Customer provides notification documentation to Company of Non-Appropriation, as set forth in the Agreement, and, any and all capital expenses incurred by Company on behalf of the Agreement, all of which are to be paid by Customer to Company within thirty(30) days from the Company provided invoice date The capital expenses amount shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination Customer hereby agrees to notify Company in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Agreement, for any fiscal period under the applicable Agreement Term "

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties Except as otherwise modified by this Amendment, all other Terms and Conditions of the original Network Services Agreement shall remain in full force and effect

County of Galveston		Comcast Business Communications, LLC	
Signature		Signature	
Printed Name	<b>Mark Henry</b>	Printed Name	<b>Terrence J. Connell</b>
Title	<b>County Judge</b>	Title	<b>Sr VP Sales and Operations</b>
Date	<b>9/18/12</b>	Date	<b>9/4/2012</b>



## COMCAST SALES ORDER

MSA No \_\_\_\_\_ Saville Acct # \_\_\_\_\_ D Submitted 8/1/2012  
Sales Order # 41376 Account Exec Carl Sugden AE Code 14035  
Channel Government SDE Steven Castro Order Type New  
Market Houston

Entity Name County of Galveston  
Street / Address PO Box 1418 County Galveston  
City State, Zip Galveston TX 77553-1418  
Contact Name JJ Allen  
Phone (409) 770-6013 Fax \_\_\_\_\_ Cell / Pager \_\_\_\_\_  
Email jj.allen@co.galveston.tx.us  
Tax Exempt Yes Billing Format Monthly

Total Sites	Total MRC	Total NRC	Svc Commitment Term / Mo	FOC Date	Svc Commit Date	Customer Requested Due Date
2	\$0.00	\$0.00	36			

**Main Locations**

# Services	Service Name	QOS	Bandwidth	Bandwidth Type
1	Enterprise Ethernet Private Line	Priority	1000	

**Remote Locations**

# Services	Service Name	QOS	Bandwidth	Bandwidth Type
1	Enterprise Ethernet Private Line	Priority	1000	

Customer Signed and Approved

Signature

Date

9/18/12

# Main Location County Courthouse

**Address 1** 722 Moody Ave **County** Galveston  
**Address 2** **Floor** 2 Nd Floor **Room** Server Room  
**City State, Zip** Galveston TX 77550- **Lat** **Long**  
**LocalContact** John Clarke **Email** john.clarke@co.galveston.tx.us  
**Phone** (409) 770-6200 Ext **Fax** **Cell / Pager** (409) 682-0956  
**Easment** Yes **Letter Attached**  
**Property Mgr Name** **Property Phone**  
**Special Instructions**

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Enterprise Ethernet Private Line	Priority	1000	\$0 00	\$0 00	\$0 00	\$0 00	

## Remote Locations terminating at County Courthouse

**Address 1** 1353 FM 646 **County** Galveston  
**Address 2** **Floor** 3 rd **Room** Data  
**City State, Zip** Dickinson TX 77573- **Lat** **Long**  
**Local Contact** John Clarke **Email** john.clarke@co.galveston.tx.us  
**Phone** (409) 770-6200 Ext **Fax** **Cell / Page** (409) 682-0956  
**Easment** Yes **Letter Attached**  
**Property Mgr Name** **Property Phone**  
**Special Instructions**

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Enterprise Ethernet Private Line	Priority	1000	\$0 00	\$0 00	\$0 00	\$0 00	



# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date **8/30/2012**

Short Description of Service

1 Gbps EPL between Galveston Courthouse and Galveston Emergency Mgt

Term **36 MONTHS**

### DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Description	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
001	Ethernet Network Interface - Gig E	1 Port	Emergency Mgt Facility	County Courthouse	Interstate	1	\$850.00	\$0.00	\$850.00	\$0.00
002	Ethernet Network Interface - Gig E	1 Port	County Courthouse	County Courthouse	Interstate	1	\$850.00	\$0.00	\$850.00	\$0.00
003	EPL - Priority Network Bandwidth	1000 Mbps	Emergency Mgt Facility	County Courthouse	Interstate	1	\$2,000.00	\$0.00	\$2,000.00	\$0.00
004						1	\$0.00	\$0.00	\$0.00	\$0.00
005						1	\$0.00	\$0.00	\$0.00	\$0.00
006						1	\$0.00	\$0.00	\$0.00	\$0.00
007						1	\$0.00	\$0.00	\$0.00	\$0.00
008						1	\$0.00	\$0.00	\$0.00	\$0.00
009						1	\$0.00	\$0.00	\$0.00	\$0.00
010						1	\$0.00	\$0.00	\$0.00	\$0.00
011						1	\$0.00	\$0.00	\$0.00	\$0.00
012						1	\$0.00	\$0.00	\$0.00	\$0.00
013						1	\$0.00	\$0.00	\$0.00	\$0.00
014						1	\$0.00	\$0.00	\$0.00	\$0.00
015						1	\$0.00	\$0.00	\$0.00	\$0.00
016						1	\$0.00	\$0.00	\$0.00	\$0.00
017						1	\$0.00	\$0.00	\$0.00	\$0.00
018						1	\$0.00	\$0.00	\$0.00	\$0.00
019						1	\$0.00	\$0.00	\$0.00	\$0.00
020						1	\$0.00	\$0.00	\$0.00	\$0.00
021						1	\$0.00	\$0.00	\$0.00	\$0.00
022						1	\$0.00	\$0.00	\$0.00	\$0.00
023						1	\$0.00	\$0.00	\$0.00	\$0.00
024						1	\$0.00	\$0.00	\$0.00	\$0.00
025						1	\$0.00	\$0.00	\$0.00	\$0.00
026						1	\$0.00	\$0.00	\$0.00	\$0.00
027						1	\$0.00	\$0.00	\$0.00	\$0.00
028						1	\$0.00	\$0.00	\$0.00	\$0.00
029						1	\$0.00	\$0.00	\$0.00	\$0.00
030						1	\$0.00	\$0.00	\$0.00	\$0.00
031						1	\$0.00	\$0.00	\$0.00	\$0.00
032						1	\$0.00	\$0.00	\$0.00	\$0.00
033						1	\$0.00	\$0.00	\$0.00	\$0.00
034						1	\$0.00	\$0.00	\$0.00	\$0.00
035						1	\$0.00	\$0.00	\$0.00	\$0.00
PAGE 1 DATA NETWORK SERVICES SUBTOTAL							\$3,300.00	\$0.00	\$3,300.00	\$0.00
PAGE 2 DATA NETWORK SERVICES SUBTOTAL							\$0.00	\$0.00	\$0.00	\$0.00
PAGE 3 DATA NETWORK SERVICES SUBTOTAL							\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CUSTOM INSTALLATION CHARGES							\$0.00	\$0.00	\$0.00	\$0.00

\* Building Location Detail Attached

COMCAST ACCOUNT REPRESENTATIVE  
Carl Sugden  
COMCAST SALES ENGINEER  
Clint Nesbitt

CUSTOMER NAME  
County of Galveston

TOTAL MONTHLY SERVICE CHARGES  
\$3,300.00

MONTHLY CUSTOM INSTALLATION CHARGES  
\$0.00

TOTAL MONTHLY CHARGES  
\$3,300.00

TOTAL NONRECURRING SERVICE CHARGES  
\$0.00

NONRECURRING CUSTOM INSTALLATION CHARGES  
\$0.00

TOTAL NONRECURRING CHARGES  
\$0.00

Note: The prices included on this sales order do not include any local, state or federal fees, charges, or taxes that may apply. Please refer to the Comcast Master Service Agreement for specific detail regarding such charges.

# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date 8/30/2012

DATA NETWORK SERVICES - PAGE 2										
Service Element		Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
Line							MRC	NRC	MRC	NRC
036	-					1	\$0.00	\$0.00	\$0.00	\$0.00
037	-					1	\$0.00	\$0.00	\$0.00	\$0.00
038	-					1	\$0.00	\$0.00	\$0.00	\$0.00
039	-					1	\$0.00	\$0.00	\$0.00	\$0.00
040	-					1	\$0.00	\$0.00	\$0.00	\$0.00
041	-					1	\$0.00	\$0.00	\$0.00	\$0.00
042	-					1	\$0.00	\$0.00	\$0.00	\$0.00
043	-					1	\$0.00	\$0.00	\$0.00	\$0.00
044	-					1	\$0.00	\$0.00	\$0.00	\$0.00
045	-					1	\$0.00	\$0.00	\$0.00	\$0.00
046	-					1	\$0.00	\$0.00	\$0.00	\$0.00
047	-					1	\$0.00	\$0.00	\$0.00	\$0.00
048	-					1	\$0.00	\$0.00	\$0.00	\$0.00
049	-					1	\$0.00	\$0.00	\$0.00	\$0.00
050	-					1	\$0.00	\$0.00	\$0.00	\$0.00
051	-					1	\$0.00	\$0.00	\$0.00	\$0.00
052	-					1	\$0.00	\$0.00	\$0.00	\$0.00
053	-					1	\$0.00	\$0.00	\$0.00	\$0.00
054	-					1	\$0.00	\$0.00	\$0.00	\$0.00
055	-					1	\$0.00	\$0.00	\$0.00	\$0.00
056	-					1	\$0.00	\$0.00	\$0.00	\$0.00
057	-					1	\$0.00	\$0.00	\$0.00	\$0.00
058	-					1	\$0.00	\$0.00	\$0.00	\$0.00
059	-					1	\$0.00	\$0.00	\$0.00	\$0.00
060	-					1	\$0.00	\$0.00	\$0.00	\$0.00
061	-					1	\$0.00	\$0.00	\$0.00	\$0.00
062	-					1	\$0.00	\$0.00	\$0.00	\$0.00
063	-					1	\$0.00	\$0.00	\$0.00	\$0.00
064	-					1	\$0.00	\$0.00	\$0.00	\$0.00
065	-					1	\$0.00	\$0.00	\$0.00	\$0.00
066	-					1	\$0.00	\$0.00	\$0.00	\$0.00
067	-					1	\$0.00	\$0.00	\$0.00	\$0.00
068	-					1	\$0.00	\$0.00	\$0.00	\$0.00
069	-					1	\$0.00	\$0.00	\$0.00	\$0.00
070	-					1	\$0.00	\$0.00	\$0.00	\$0.00
071	-					1	\$0.00	\$0.00	\$0.00	\$0.00
072	-					1	\$0.00	\$0.00	\$0.00	\$0.00
073	-					1	\$0.00	\$0.00	\$0.00	\$0.00
074	-					1	\$0.00	\$0.00	\$0.00	\$0.00
075	-					1	\$0.00	\$0.00	\$0.00	\$0.00
076	-					1	\$0.00	\$0.00	\$0.00	\$0.00
077	-					1	\$0.00	\$0.00	\$0.00	\$0.00
078	-					1	\$0.00	\$0.00	\$0.00	\$0.00
079	-					1	\$0.00	\$0.00	\$0.00	\$0.00
080	-					1	\$0.00	\$0.00	\$0.00	\$0.00
081	-					1	\$0.00	\$0.00	\$0.00	\$0.00
082	-					1	\$0.00	\$0.00	\$0.00	\$0.00
083	-					1	\$0.00	\$0.00	\$0.00	\$0.00
084	-					1	\$0.00	\$0.00	\$0.00	\$0.00
085	-					1	\$0.00	\$0.00	\$0.00	\$0.00
086	-					1	\$0.00	\$0.00	\$0.00	\$0.00
087	-					1	\$0.00	\$0.00	\$0.00	\$0.00
088	-					1	\$0.00	\$0.00	\$0.00	\$0.00
089	-					1	\$0.00	\$0.00	\$0.00	\$0.00
090	-					1	\$0.00	\$0.00	\$0.00	\$0.00
091	-					1	\$0.00	\$0.00	\$0.00	\$0.00
							PAGE 2 DATA NETWORK SERVICES SUBTOTAL		\$0.00	\$0.00

Building Location Detail Attached

# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date 8/30/2012

DATA NETWORK SERVICES - PAGE 3										
Date		05/01/2014								
Line	Service Element	Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
092	-					1	\$0.00	\$0.00	\$0.00	\$0.00
093						1	\$0.00	\$0.00	\$0.00	\$0.00
094						1	\$0.00	\$0.00	\$0.00	\$0.00
095	-					1	\$0.00	\$0.00	\$0.00	\$0.00
096						1	\$0.00	\$0.00	\$0.00	\$0.00
097	-					1	\$0.00	\$0.00	\$0.00	\$0.00
098						1	\$0.00	\$0.00	\$0.00	\$0.00
099						1	\$0.00	\$0.00	\$0.00	\$0.00
100	-					1	\$0.00	\$0.00	\$0.00	\$0.00
101						1	\$0.00	\$0.00	\$0.00	\$0.00
102						1	\$0.00	\$0.00	\$0.00	\$0.00
103						1	\$0.00	\$0.00	\$0.00	\$0.00
104	-					1	\$0.00	\$0.00	\$0.00	\$0.00
105						1	\$0.00	\$0.00	\$0.00	\$0.00
106	-					1	\$0.00	\$0.00	\$0.00	\$0.00
107						1	\$0.00	\$0.00	\$0.00	\$0.00
108						1	\$0.00	\$0.00	\$0.00	\$0.00
109						1	\$0.00	\$0.00	\$0.00	\$0.00
110	-					1	\$0.00	\$0.00	\$0.00	\$0.00
111						1	\$0.00	\$0.00	\$0.00	\$0.00
112						1	\$0.00	\$0.00	\$0.00	\$0.00
113						1	\$0.00	\$0.00	\$0.00	\$0.00
114	-					1	\$0.00	\$0.00	\$0.00	\$0.00
115						1	\$0.00	\$0.00	\$0.00	\$0.00
116	-					1	\$0.00	\$0.00	\$0.00	\$0.00
117						1	\$0.00	\$0.00	\$0.00	\$0.00
118						1	\$0.00	\$0.00	\$0.00	\$0.00
119	-					1	\$0.00	\$0.00	\$0.00	\$0.00
120						1	\$0.00	\$0.00	\$0.00	\$0.00
121	-					1	\$0.00	\$0.00	\$0.00	\$0.00
122						1	\$0.00	\$0.00	\$0.00	\$0.00
123	-					1	\$0.00	\$0.00	\$0.00	\$0.00
124						1	\$0.00	\$0.00	\$0.00	\$0.00
125	-					1	\$0.00	\$0.00	\$0.00	\$0.00
126						1	\$0.00	\$0.00	\$0.00	\$0.00
127	-					1	\$0.00	\$0.00	\$0.00	\$0.00
128						1	\$0.00	\$0.00	\$0.00	\$0.00
129	-					1	\$0.00	\$0.00	\$0.00	\$0.00
130						1	\$0.00	\$0.00	\$0.00	\$0.00
131	-					1	\$0.00	\$0.00	\$0.00	\$0.00
132						1	\$0.00	\$0.00	\$0.00	\$0.00
133	-					1	\$0.00	\$0.00	\$0.00	\$0.00
134						1	\$0.00	\$0.00	\$0.00	\$0.00
135	-					1	\$0.00	\$0.00	\$0.00	\$0.00
136						1	\$0.00	\$0.00	\$0.00	\$0.00
137	-					1	\$0.00	\$0.00	\$0.00	\$0.00
138						1	\$0.00	\$0.00	\$0.00	\$0.00
139	-					1	\$0.00	\$0.00	\$0.00	\$0.00
140						1	\$0.00	\$0.00	\$0.00	\$0.00
141	-					1	\$0.00	\$0.00	\$0.00	\$0.00
142						1	\$0.00	\$0.00	\$0.00	\$0.00
143	-					1	\$0.00	\$0.00	\$0.00	\$0.00
144						1	\$0.00	\$0.00	\$0.00	\$0.00
145	-					1	\$0.00	\$0.00	\$0.00	\$0.00
146						1	\$0.00	\$0.00	\$0.00	\$0.00
147	-					1	\$0.00	\$0.00	\$0.00	\$0.00
148						1	\$0.00	\$0.00	\$0.00	\$0.00
149	-					1	\$0.00	\$0.00	\$0.00	\$0.00
150						1	\$0.00	\$0.00	\$0.00	\$0.00
151	-					1	\$0.00	\$0.00	\$0.00	\$0.00
152						1	\$0.00	\$0.00	\$0.00	\$0.00
153	-					1	\$0.00	\$0.00	\$0.00	\$0.00
PAGE 3 DATA NETWORK SERVICES SUBTOTAL							\$0.00	\$0.00	\$0.00	\$0.00
Building Location Detail Attached										



## SCHEDULE B - BUILDING LOCATION DETAIL

### BILLING LOCATION INFORMATION

Billing Name	County of Galveston	Contact Name	JJ Allen
County	Galveston	Email	j.allen@co.galveston.tx.us
Street / Address	PO Box 1418	Phone	(409) 770-6013 Ext
City State, Zip	Galveston TX 77553-1418	Fax	
Tax Exempt	Yes	Cell / Pager	
Billing Interval	Monthly	Cust req due date	

### SERVICE LOCATIONS

<b>Site Name</b>	County Courthouse	LocalContact	John Clarke
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	722 Moody Ave	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor	2 Nd Floor	Cell / Pager	(409) 682-0956
Room	Server Room	Latitude	
City State, Zip	Galveston TX 77550-	Longitude	
<b>Site Name</b>	Emergency Mgt Facility	Local Contact	John Clarke
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	1353 FM 646	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor	3 rd	Cell / Pager	(409) 682-0956
Room	Data	Latitude	
City State, Zip	Dickinson TX 77573-	Longitude	

AGENDA

ITEM

#29a2



# **GALVESTON COUNTY, TEXAS** **COMMISSIONERS COURT** **Contract Approval Request**

Date of Request	9/4/12	Department	Information Tech				
Renewal Contract	Yes	Orgkey	1101159100	Object Code:	5492101		
Contract Start Date		Vendor	ComCast				
Contract End Date	12months	Vendor No	711376	Contract No			
Description	1 year MPLS with upgrades, pricing reduction						
Contract # Issued By Purchasing				Requested Legal Review		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Telephone Expense	5492101			13,866 40 m			
Totals		-	-	-	-	-	-
Total Cost		166,792 80 year					

Approved By	Date	Signature
<del>Department Head</del> Admin Coord	9-5-12	[Signature]
Purchasing Agent	9-5-2012	[Signature]
County Legal	9-5-12	[Signature]

Contract listed in Budget Documentation (Yes/No) ☒ No

County Budget Office [Signature] 9/6/2012

## Comcast Business Communications, LLC

### Network Services Agreement

This Agreement ("Agreement") is made on the 30th day of August, 2012 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and County of Galveston ("Customer"), with offices located at PO Box 1418 Galveston, TX 77553-1418 Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

#### Description of Services to be provided by Company to Customer

Ethernet Dedicated Internet ("EDI") Services with 50 Mbps at one (1) site and 20 Mbps at one (1) site, as set forth in Schedules A and B attached hereto, and	
Ethernet Network Services ("ENS") Lite with bandwidth increments of 30 Mbps [at three (3) sites], 10 Mbps [at twelve (12) sites], 6 Mbps [at two (2) sites] and 3 Mbps [at five (5) sites], as set forth in Schedules A and B attached hereto	
Term of Agreement (months) Twelve (12)	Agreement Number TX-14035-083012-01
Non-Recurring Charges ("NRC") \$00 00	Monthly Recurring Charges ("MRC") \$13,889 40
Any Additional Charges/Explanation	
Number of Sites Twenty (20)	Estimated Service Date Ninety (90) to one-hundred twenty (120) days after mutual execution of Agreement
Notes / Comments Modifications made to the terms and conditions of the Agreement are set forth in the First Amendment attached hereto	
The mutual execution of this new Network Services Agreement No TX-14035-083012-01 shall commence the termination, in full and without penalty, of Network Services Agreement No TX-8824-090309-01 between the Parties In the event this new Network Services Agreement No TX-14035-083012-01 is not mutually executed, the former Network Services Agreement No TX-8824-090309-01 shall remain in full force and effect	
Sales Person Carl Sugden	Telephone Number (713) 341-8626
General Manager Robert Newsom	Telephone Number (713) 341-8093
Customer Contact JJ Allen	Telephone Number (409) 770-6013

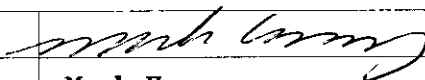
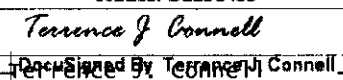
This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement" In the event of any inconsistency among these documents, precedence will be as follows (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page The Agreement shall terminate as set forth in the General Terms and Conditions All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer All other attempts to modify the Agreement shall be void and non-binding on Comcast

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement

#### County of Galveston

#### Comcast Business Communications, LLC

Signature		Signature	
Printed Name	<b>Mark Henry</b>	Printed Name	<b>Terrence J. Connell</b>
Title	<b>County Judge</b>	Title	<b>Sr VP Sales and Operations</b>
Date	<b>9/18/12</b>	Date	<b>9/4/2012</b>

## **SECTION 1 - SCOPE OF SERVICE**

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point")

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions and prices to be mutually agreed upon in writing between the Parties

## **SECTION 2 - INSTALLATION OF NETWORK**

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire/cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is

called the Billing Information Form ("Billing Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE

## **SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK**

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted

## **SECTION 4 - COMPENSATION, PAYMENT**

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro-rated in arrears charges for Services from date of installation to the date of first billing

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower

4.3 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the



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Services, including without limitation, universal service fund charges or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

## SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Twelve (12) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Twelve (12) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

## SECTION 6 - TERMINATION WITHOUT FAULT, DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof, or

(ii) either Party's insolvency or initiation of bankruptcy or receivership

proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above, Company shall be entitled to Termination Charges for any Customer Default.

## SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

## SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

**8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

**8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees, agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter), (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8 5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement

8 6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete)

## SECTION 9 - INDEMNIFICATION

9 1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to

(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder and uses of Services, and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof

9 2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available, provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed

## SECTION 9A - USE POLICIES

9A 1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by

reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

9A 2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## SECTION 10 - INSURANCE

10 1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10 2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10 3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

## SECTION 11 - ASSIGNMENT

11 1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11 2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

## SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

## SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement, and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

## SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company

## SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

## SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential, provided that (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

## SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties. Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under

this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

### To Customer

Attn: JJ Allen  
County of Galveston  
PO Box 1418

Galveston, TX 77553-1418

With an additional customer copy to

### To Company,

Attn: VP - Business Services  
Comcast Business Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103

### With a copy to

Attn: Cable Law Department  
Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103

## SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

## SECTION 19 - GOVERNING LAW AND COURTS

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

## SECTION 20 - COMPLIANCE WITH LAWS

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

## SECTION 21 - AMENDMENTS, NO WAIVER

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

## SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the *subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement*

#### **SECTION 24 - INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

#### **SECTION 25 - RIGHT TO ENTER INTO CONTRACTS**

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are *cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement*. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement, provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts. Each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

Amendment No. TX-14035-083012-01/A1

**FIRST AMENDMENT  
To  
Network Services Agreement No. TX-14035-083012-01**

**This First Amendment** ("Amendment") is concurrently entered into on August 30, 2012 ("Effective Date") in conjunction with Network Services Agreement No. TX-14035-083012-01 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and County of Galveston ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional Terms and Conditions to which the Parties have agreed to,

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Section 2.3 of the Agreement is hereby modified to read as follows:

"Company and its employees, agents, lessees, officers and its authorized vendors will require ingress and egress into and out of the Buildings in connection with the provision of Services. Depending on the specific building (e.g., County Jail or Justice Center), Company understands that due to security reasons, Company and its employees, agents, lessees, officers and its authorized vendors are required to be accompanied by Customer's County employees at all times. Upon reasonable notice from Company to Customer's Authorized Representative whose name, address and phone number is set forth in Section 17.1 below, Customer shall assist Company in accessing each Building."

2. Section 2.8 of the Agreement is hereby modified to read as follows:

"At such time as Company completes installation, connection and successful testing of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the "Customer Installation Quality Assurance" form ("Billing Form"), a copy of which is attached hereto as "Schedule C". Company may update, modify or replace the service notification form from time to time without notice to Customer."

3. Section 3.1 of the Agreement is hereby modified to read as follows:

"The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action knowingly that directly or indirectly impairs Company's title to the Network, or knowingly exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers."

4. Section 4.1 of the Agreement is hereby modified to read as follows:

"The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Service, Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Customer will tender payment to Company in accordance with the terms and conditions of what is commonly called the "Texas Prompt Payment Act" (Chapter 2251, Texas Government

Comcast Business Communications, LLC  
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Code) In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing ”

- 5 Section 4 2 of the Agreement is hereby modified to read as follows

“Any payment not made when due will be subject to a late charge of 1 5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower The foregoing notwithstanding, the provisions of what is commonly called the Texas Prompt Payment Act will apply to any payment not paid when due ”

- 6 The following is hereby added at the end of Section 4 3 to read as follows

“Company acknowledges that in accordance with this Section 4 3 it is in receipt of Customer’s tax exemption certificate and that Customer’s tax exempt number is 74-6000908 ”

- 7 Section 6 3 (iii) of the Agreement is hereby modified to read as follows

“Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default, unless such failure is in accordance with the terms and conditions of the “Texas Prompt Payment Act” ”

- 8 The following is hereby added at the end of Section 7 1 to read as follows

“Company recognizes that Customer is a governmental entity that provides, among other services, law enforcement and emergency management to the public and will use commercially reasonable efforts to respond to Customer’s request for maintenance service within four (4) hours of time of request and to make repairs as quickly as possible ”

- 9 The following is hereby added at the beginning of Section 9 of the Agreement to read as follows

“The Indemnification requirements set forth in the Agreement are permissible only to the extent allowed by the laws of the State of Texas ”

- 10 The following is hereby added at the end of Section 10 2 to read as follows

“Notwithstanding the foregoing, Company acknowledges that Customer is a governmental entity of the State of Texas and is self-insured for all purposes, to the extent required by Texas law Upon receipt of written documentation in the form of a self-insurance coverage certificate or letter acknowledging the same, Company agrees that coverage afforded through such program will satisfy Customer’s requirements under this section 10 2 ”

- 11 Section 10 3 of the Agreement is hereby modified to read as follows

“The liability limits under Company’s policy shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability ”

- 12 Section 16 1 of the Agreement is hereby modified to read as follows

“Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential, provided that (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes,

Amendment No 1X-14035-083012-01/A1

whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation, such as what is commonly called the "Texas Open Records Act" "

13 Section 16.2 of the Agreement is hereby modified to read as follows

"Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law (e.g. the "Texas Open Records Act") "

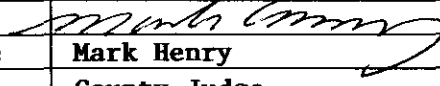
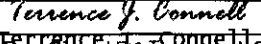
14 Section 19 of the Agreement is hereby modified to read as follows

"This Agreement and any issues arising out of or in relation thereto shall be governed by the law of the State of Texas, without regard to its choice-of-law provisions and venue shall lie in Galveston County, Texas "

15 Section 28 is hereby added to the Agreement to read as follows

"Non-Appropriation of Funding. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during the term of this Agreement referenced herein, the Agreement may be terminated ("Termination") by the Customer upon written notification to Company, to include a copy of the non-appropriation of funds notification, for the period in which funds are not appropriated or otherwise secured. In the event Customer terminates the Agreement under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid Non-Recurring Charges, Monthly Recurring Charges for any and all Services rendered until Customer provides notification documentation to Company of Non-Appropriation, as set forth in the Agreement, and, any and all capital expenses incurred by Company on behalf of the Agreement, all of which are to be paid by Customer to Company within thirty(30) days from the Company provided invoice date. The capital expenses amount shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Company in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Agreement, for any fiscal period under the applicable Agreement Term "

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other Terms and Conditions of the original Network Services Agreement shall remain in full force and effect

County of Galveston		Comcast Business Communications, LLC	
Signature		Signature	
Printed Name	<b>Mark Henry</b>	Printed Name	<b>Terrence J. Connell</b>
Title	<b>County Judge</b>	Title	<b>SR VP Sales and Operations</b>
Date	<b>9/18/12</b>	Date	<b>9/4/2012</b>



# COMCAST SALES ORDER

MSA No \_\_\_\_\_ Saville Acct # \_\_\_\_\_ D Submitted 8/1/2012  
Sales Order # 41382 Account Exec Carl Sugden AE Code 14035  
Channel Government SDE Jason Logston Order Type Renewal and Upgrad  
Market Houston

## Billing Information

Entity Name County of Galveston  
Street / Address PO Box 1418 County Galveston  
City State, Zip Galveston TX 77553-1418  
Contact Name JJ Allen  
Phone (409) 770-6013 Fax \_\_\_\_\_ Cell / Pager \_\_\_\_\_  
Email jj.allen@co.galveston.tx.us  
Tax Exempt Yes Billing Format Monthly

## Customer Signature <-----> Total Charges for Sales Order 41382

Total Sites	Total MRC	Total NRC	Svc Commitment Term / Mo	FOC Date	Svc Commit Date	Customer Requested Due Date
20	\$13,889.40	\$0.00	12			

### Main Locations

# Services	Service Name	QOS	Bandwidth	Bandwidth Type
1	Enterprise Ethernet Dedicated Internet	N/A	50	
1	Legacy Enterprise Network Service Lite	Basic	10	
1	Legacy Enterprise Network Service Lite	Basic	30	

### Remote Locations

# Services	Service Name	QOS	Bandwidth	Bandwidth Type
1	Enterprise Ethernet Dedicated Internet	N/A	20	
5	Legacy Enterprise Network Service Lite	Basic	3	
2	Legacy Enterprise Network Service Lite	Basic	6	
11	Legacy Enterprise Network Service Lite	Basic	10	
2	Legacy Enterprise Network Service Lite	Basic	30	

### Customer Signed and Approved

Signature 

Date 9/18/12



## Main Location County Courthouse

**Main Customer Location / MSC** ---> **Site Name** : County Courthouse ---> **NPA-NXX**

<b>Address 1</b>	722 Moody Ave	<b>County</b>	Galveston
<b>Address 2</b>		<b>Floor</b>	<b>Room</b>
<b>City State, Zip</b>	Galveston TX 77550-	<b>Lat</b>	<b>Long</b>
<b>LocalContact</b>	John Clarke	<b>Email</b>	john.clarke@co.galveston.tx.us
<b>Phone</b>	(409) 770-6222 Ext	<b>Fax</b>	
		<b>Cell / Pager</b>	(409) 682-0956
<b>Easment</b>	Yes	<b>Letter Attached</b>	
<b>Property Mgr Name</b>			
		<b>Property Phone</b>	
<b>Special Instructions</b>			

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400 00	\$0 00	\$0 00	\$0 00	
Legacy Enterprise Network Service Lite	Basic	30	\$910 00	\$0 00	\$0 00	\$0 00	
Enterprise Ethernet Dedicated Internet	N/A	50	\$2,354 00	\$0 00	\$0 00	\$0 00	

## Remote Locations terminating at County Courthouse

**Remote Customer Locations / Cell Tower** ---> **Site Name** : Baycliff Annex ---> **NPA-NXX**

<b>Address 1</b>	4500 10th st	<b>County</b>	Galveston
<b>Address 2</b>		<b>Floor</b>	<b>Room</b>
<b>City State, Zi</b>	Baycliff TX 77518-	<b>Lat</b>	<b>Long</b>
<b>Local Contact</b>	John Clarke	<b>Email</b>	john.clarke@co.galveston.tx.us
<b>Phone</b>	(409) 770-6200 Ext	<b>Fax</b>	
		<b>Cell / Page</b>	(409) 682-0956
<b>Easment</b>	Yes	<b>Letter Attached</b>	
<b>Property Mgr Name</b>			
		<b>Property Phone</b>	
<b>Special Instructions</b>			

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	3	\$335 10	\$0 00	\$0 00	\$0 00	

Remote Customer Locations / Cell Tower ---> Site Name - Road and Bridge ---> NPA-NXX

Address 1 5115 Hwy 3 County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson TX 77539- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	3	\$335 10	\$0 00	\$0 00	\$0 00	

Remote Customer Locations / Cell Tower ---> Site Name - Juvenile Justice Center ---> NPA-NXX

Address 1 6101 Attwarter Ave County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson TX 77539- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400 00	\$0 00	\$0 00	\$0 00	

Remote Customer Locations / Cell Tower ---> Site Name - Dickinson St Center ---> NPA-NXX

Address 1 2714 Hwy 3 County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson TX 77539- Lat Long  
 Local Contact John Clark Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	3	\$335 10	\$0 00	\$0 00	\$0 00	

Remote Customer Locations / Cell Tower ----> Site Name: Law Enforcement Bldg ----> NPA-NXX

Address 1 601 54th St County Galveston  
 Address 2 Floor Room  
 City State, Zi Galveston TX 77551- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	30	\$910.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower ----> Site Name: Justice of Peace ----> NPA-NXX

Address 1 607 S Friendswood Dr County Galveston  
 Address 2 Floor Room  
 City State, Zi Friendswood TX 77546- Lat Long  
 Local Contact John Clark Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	3	\$335.10	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower ----> Site Name: Precinct 3 Justice of Peace ----> NPA-NXX

Address 1 203 Vauthier St County Galveston  
 Address 2 Floor Room  
 City State, Zi La Marque TX 77568- Lat Long  
 Local Contact John Clark Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	3	\$335.10	\$0.00	\$0.00	\$0.00	

**Remote Customer Locations / Cell Tower --> Site Name : Carbide Park --> NPA-NXX**

**Address 1** 4102 Main St **County** Galveston  
**Address 2** **Floor** **Room**  
**City State, Zi** La Marque TX 77568- **Lat** **Long**  
**Local Contact** John Clarke **Email** john.clarke@co.galveston.tx.us  
**Phone** (409) 770-6200 Ext **Fax** **Cell / Page** (409) 682-0956  
**Easment** Yes **Letter Attached**  
**Property Mgr Name** **Property Phone**  
**Special Instructions**

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

**Remote Customer Locations / Cell Tower --> Site Name : League City Office --> NPA-NXX**

**Address 1** 174 Calder Rd **County** Galveston  
**Address 2** **Floor** **Room**  
**City State, Zi** League City TX 77573- **Lat** **Long**  
**Local Contact** John Clarke **Email** john.clarke@co.galveston.tx.us  
**Phone** (409) 770-6200 Ext **Fax** **Cell / Page** (409) 682-0956  
**Easment** Yes **Letter Attached**  
**Property Mgr Name** **Property Phone**  
**Special Instructions**

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

**Remote Customer Locations / Cell Tower --> Site Name : West County Office --> NPA-NXX**

**Address 1** 11730 Hwy 6 **County** Galveston  
**Address 2** **Floor** **Room**  
**City State, Zi** Santa Fe TX 77510- **Lat** **Long**  
**Local Contact** John Clark **Email** john.clarke@co.galveston.tx.us  
**Phone** (409) 770-6200 Ext **Fax** **Cell / Page** (409) 682-0956  
**Easment** Yes **Letter Attached**  
**Property Mgr Name** **Property Phone**  
**Special Instructions**

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	6	\$389.45	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower -> Site Name: Texas City Office -> NPA-NXX

Address 1 2516 Texas Ave County Galveston  
 Address 2 Floor Room  
 City State, Zi Texas City TX 77590- Lat Long  
 Local Contact John Clark Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	6	\$389.45	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower -> Site Name: Emergency Mgt Facility -> NPA-NXX

Address 1 1353 FM 646 County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson TX 77573- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Enterprise Ethernet Dedicated Internet	N/A	20	\$1,551.00	\$0.00	\$0.00	\$0.00	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	
Legacy Enterprise Network Service Lite	Basic	30	\$910.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower -> Site Name: OSSI Kemah Police -> NPA-NXX

Address 1 1401 Hwy 146 County Galveston  
 Address 2 Floor Room  
 City State, Zi Kemah tx 77565- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name: OSSI Hitchcock Police --> NPA-NXX

Address 1 6815 2nd St County Galveston  
 Address 2 Floor Room  
 City State, Zi Hitchcock tx 77563- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name: OSSI LaMarque Police --> NPA-NXX

Address 1 431 Bayou Rd County Galveston  
 Address 2 Floor Room  
 City State, Zi LaMarque tx 77568- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name: OSSI Santa Fe Police --> NPA-NXX

Address 1 4925 Main St County Galveston  
 Address 2 Floor Room  
 City State, Zi Santa Fe tx 77510- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name : OSSI Dickinson Police --> NPA-NXX

Address 1 4000 Liggo St County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson tx 77539- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name : OSSI San Leon Police --> NPA-NXX

Address 1 443 24th St Bldg E County Galveston  
 Address 2 Floor Room  
 City State, Zi Dickinson tx 77539- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

Remote Customer Locations / Cell Tower --> Site Name : Mid County Annex --> NPA-NXX

Address 1 9300 Emmett F Lowry Expy County Galveston  
 Address 2 Floor Room  
 City State, Zi Texas City tx 77591- Lat Long  
 Local Contact John Clarke Email john.clarke@co.galveston.tx.us  
 Phone (406) 770-6200 Ext Fax Cell / Page (409) 682-0956  
 Easment Yes Letter Attached  
 Property Mgr Name Property Phone  
 Special Instructions

Service	QoS	Bandwidth	SERVICE		INTERFACE		Bandwidth Type
			MRC	NRC	MRC	NRC	
Legacy Enterprise Network Service Lite	Basic	10	\$400.00	\$0.00	\$0.00	\$0.00	

# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date 8/30/2012

Short Description of Service

12 Month Renewal of all locations and upgrade of 3 locations Those locations being 1 Juvenile Justice Center/6101 Altwater Ave Dickinson TX 77539 from 3 Mbps to 10 ENS Lite 2 County Courthouse / 722 Moody St Galveston TX 77550 from 20 Mbps EDI to 50 3 Emergency Mgt Facility / 1353 FM 646 Dickinson TX 77573 from 10 Mbps EDI to 20 Mbps No capex required as fiber and equipment exist

Term 12 MONTHS

DATA NETWORK SERVICES - PAGE 1										
Line	Service Element	Description	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
001	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Bascliff Annex		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
002	ENS - Basic Network Bandwidth	3 Mbps	Bascliff Annex		Interstate	1	\$170.10	\$0.00	\$170.10	\$0.00
003	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Road and Bridge		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
004	ENS - Basic Network Bandwidth	3 Mbps	Road and Bridge		Interstate	1	\$170.10	\$0.00	\$170.10	\$0.00
005	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Juvenile Justice Center		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
006	ENS - Basic Network Bandwidth	10 Mbps	Juvenile Justice Center		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
007	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Dickinson St Center		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
008	ENS - Basic Network Bandwidth	3 Mbps	Dickinson St Center		Interstate	1	\$170.10	\$0.00	\$170.10	\$0.00
009	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	County Courthouse		Interstate	1	\$745.00	\$0.00	\$745.00	\$0.00
010	ENS - Basic Network Bandwidth	30 Mbps	County Courthouse		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
011	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Law Enforcement Bldg		Interstate	1	\$745.00	\$0.00	\$745.00	\$0.00
012	ENS - Basic Network Bandwidth	30 Mbps	Law Enforcement Bldg		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
013	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Justice of Peace		Interstate	1	\$170.10	\$0.00	\$170.10	\$0.00
014	ENS - Basic Network Bandwidth	3 Mbps	Justice of Peace		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
015	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Preinct 3 Justice of Pa		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
016	ENS - Basic Network Bandwidth	3 Mbps	Preinct 3 Justice of Pa		Interstate	1	\$170.10	\$0.00	\$170.10	\$0.00
017	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Carbide Park		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
018	ENS - Basic Network Bandwidth	10 Mbps	Carbide Park		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
019	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	League City Office		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
020	ENS - Basic Network Bandwidth	10 Mbps	League City Office		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
021	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	West County Office		Interstate	1	\$140.25	\$0.00	\$140.25	\$0.00
022	ENS - Basic Network Bandwidth	6 Mbps	West County Office		Interstate	1	\$249.20	\$0.00	\$249.20	\$0.00
023	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Texas City Office		Interstate	1	\$140.25	\$0.00	\$140.25	\$0.00
024	ENS - Basic Network Bandwidth	6 Mbps	Texas City Office		Interstate	1	\$249.20	\$0.00	\$249.20	\$0.00
025	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Emergency Mgt Facility		Interstate	1	\$165.00	\$0.00	\$165.00	\$0.00
026	ENS - Basic Network Bandwidth	30 Mbps	Emergency Mgt Facility		Interstate	1	\$745.00	\$0.00	\$745.00	\$0.00
027	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Mld County Annex		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
028	ENS - Basic Network Bandwidth	10 Mbps	Mld County Annex		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
029	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	County Courthouse		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
030	ENS - Basic Network Bandwidth	10 Mbps	County Courthouse		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
031	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	Emergency Mgt Facility		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
032	ENS - Basic Network Bandwidth	10 Mbps	Emergency Mgt Facility		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
033	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI Kemah Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
034	ENS - Basic Network Bandwidth	10 Mbps	OSSI Kemah Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
035	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI Hitchcock Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
* Building Location Detail Attached										
PAGE 1 DATA NETWORK SERVICES SUBTOTAL										
PAGE 2 DATA NETWORK SERVICES SUBTOTAL										
PAGE 3 DATA NETWORK SERVICES SUBTOTAL										
TOTAL CUSTOM INSTALLATION CHARGES										
TOTAL MONTHLY SERVICE CHARGES \$13,889.40										
MONTHLY CUSTOM INSTALLATION CHARGES \$0.00										
TOTAL MONTHLY CHARGES \$13,889.40										
TOTAL NONRECURRING SERVICE CHARGES \$0.00										
NONRECURRING CUSTOM INSTALLATION CHARGES \$0.00										
TOTAL NONRECURRING CHARGES \$0.00										

COMCAST ACCOUNT REPRESENTATIVE	Carl Sugden
COMCAST SALES ENGINEER	Clint Nesbitt
PAGE 1 DATA NETWORK SERVICES SUBTOTAL	
PAGE 2 DATA NETWORK SERVICES SUBTOTAL	
PAGE 3 DATA NETWORK SERVICES SUBTOTAL	
TOTAL CUSTOM INSTALLATION CHARGES	
TOTAL MONTHLY SERVICE CHARGES \$13,889.40	
MONTHLY CUSTOM INSTALLATION CHARGES \$0.00	
TOTAL MONTHLY CHARGES \$13,889.40	
TOTAL NONRECURRING SERVICE CHARGES \$0.00	
NONRECURRING CUSTOM INSTALLATION CHARGES \$0.00	
TOTAL NONRECURRING CHARGES \$0.00	

CUSTOMER NAME	County of Galveston
NAME	
TITLE	
DATE	
Note: The prices included on this sales order do not include any local state or federal fees, charges, or taxes that may apply. Please refer to the Comcast Master Service Agreement for specific detail regarding such charges.	



# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date 8/30/2012

DATA NETWORK SERVICES - PAGE 2										
Line	Service Element	Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
036	ENS - Basic Network Bandwidth	10 Mbps	OSSI Hitchcock Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
037	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI LaMarque Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
038	ENS - Basic Network Bandwidth	10 Mbps	OSSI LaMarque Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
039	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI Santa Fe Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
040	ENS - Basic Network Bandwidth	10 Mbps	OSSI Santa Fe Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
041	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI Dickinson Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
042	ENS - Basic Network Bandwidth	10 Mbps	OSSI Dickinson Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
043	ENS Lite - Ethernet Network Interface - 10 / 100	1 Port	OSSI San Leon Police		Interstate	1	\$88.83	\$0.00	\$88.83	\$0.00
044	ENS - Basic Network Bandwidth	10 Mbps	OSSI San Leon Police		Interstate	1	\$311.17	\$0.00	\$311.17	\$0.00
045	EDI - Network Interface	50 Mbps	County Courthouse		Interstate	1	\$902.00	\$0.00	\$902.00	\$0.00
046	EDI - Bandwidth	50 Mbps	County Courthouse		Interstate	1	\$1,452.00	\$0.00	\$1,452.00	\$0.00
047	EDI - Network Interface	20 Mbps	Emergency Mgt Facility		Interstate	1	\$693.00	\$0.00	\$693.00	\$0.00
048	EDI - Bandwidth	20 Mbps	Emergency Mgt Facility		Interstate	1	\$858.00	\$0.00	\$858.00	\$0.00
049	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
050	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
051	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
052	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
053	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
054	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
055	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
056	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
057	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
058	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
059	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
060	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
061	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
062	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
063	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
064	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
065	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
066	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
067	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
068	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
069	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
070	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
071	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
072	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
073	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
074	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
075	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
076	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
077	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
078	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
079	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
080	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
081	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
082	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
083	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
084	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
085	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
086	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
087	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
088	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
089	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
090	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
091	-	-				1	\$0.00	\$0.00	\$0.00	\$0.00
PAGE 2 DATA NETWORK SERVICES SUBTOTAL							\$5,816.17		\$5,816.17	
* Subtotal Location Detail Attached										

\* Building Location Detail Attached

# SCHEDULE A

## BUILDINGS, SERVICES AND PRICING

Date 8/30/2012

DATA NETWORK SERVICES - PAGE 3										
Service Element		Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
Line							MRC	NRC	MRC	NRC
092	-					1	\$0.00	\$0.00	\$0.00	\$0.00
093	-					1	\$0.00	\$0.00	\$0.00	\$0.00
094	-					1	\$0.00	\$0.00	\$0.00	\$0.00
095	-					1	\$0.00	\$0.00	\$0.00	\$0.00
096	-					1	\$0.00	\$0.00	\$0.00	\$0.00
097	-					1	\$0.00	\$0.00	\$0.00	\$0.00
098	-					1	\$0.00	\$0.00	\$0.00	\$0.00
099	-					1	\$0.00	\$0.00	\$0.00	\$0.00
100	-					1	\$0.00	\$0.00	\$0.00	\$0.00
101	-					1	\$0.00	\$0.00	\$0.00	\$0.00
102	-					1	\$0.00	\$0.00	\$0.00	\$0.00
103	-					1	\$0.00	\$0.00	\$0.00	\$0.00
104	-					1	\$0.00	\$0.00	\$0.00	\$0.00
105	-					1	\$0.00	\$0.00	\$0.00	\$0.00
106	-					1	\$0.00	\$0.00	\$0.00	\$0.00
107	-					1	\$0.00	\$0.00	\$0.00	\$0.00
108	-					1	\$0.00	\$0.00	\$0.00	\$0.00
109	-					1	\$0.00	\$0.00	\$0.00	\$0.00
110	-					1	\$0.00	\$0.00	\$0.00	\$0.00
111	-					1	\$0.00	\$0.00	\$0.00	\$0.00
112	-					1	\$0.00	\$0.00	\$0.00	\$0.00
113	-					1	\$0.00	\$0.00	\$0.00	\$0.00
114	-					1	\$0.00	\$0.00	\$0.00	\$0.00
115	-					1	\$0.00	\$0.00	\$0.00	\$0.00
116	-					1	\$0.00	\$0.00	\$0.00	\$0.00
117	-					1	\$0.00	\$0.00	\$0.00	\$0.00
118	-					1	\$0.00	\$0.00	\$0.00	\$0.00
119	-					1	\$0.00	\$0.00	\$0.00	\$0.00
120	-					1	\$0.00	\$0.00	\$0.00	\$0.00
121	-					1	\$0.00	\$0.00	\$0.00	\$0.00
122	-					1	\$0.00	\$0.00	\$0.00	\$0.00
123	-					1	\$0.00	\$0.00	\$0.00	\$0.00
124	-					1	\$0.00	\$0.00	\$0.00	\$0.00
125	-					1	\$0.00	\$0.00	\$0.00	\$0.00
126	-					1	\$0.00	\$0.00	\$0.00	\$0.00
127	-					1	\$0.00	\$0.00	\$0.00	\$0.00
128	-					1	\$0.00	\$0.00	\$0.00	\$0.00
129	-					1	\$0.00	\$0.00	\$0.00	\$0.00
130	-					1	\$0.00	\$0.00	\$0.00	\$0.00
131	-					1	\$0.00	\$0.00	\$0.00	\$0.00
132	-					1	\$0.00	\$0.00	\$0.00	\$0.00
133	-					1	\$0.00	\$0.00	\$0.00	\$0.00
134	-					1	\$0.00	\$0.00	\$0.00	\$0.00
135	-					1	\$0.00	\$0.00	\$0.00	\$0.00
136	-					1	\$0.00	\$0.00	\$0.00	\$0.00
137	-					1	\$0.00	\$0.00	\$0.00	\$0.00
138	-					1	\$0.00	\$0.00	\$0.00	\$0.00
139	-					1	\$0.00	\$0.00	\$0.00	\$0.00
140	-					1	\$0.00	\$0.00	\$0.00	\$0.00
141	-					1	\$0.00	\$0.00	\$0.00	\$0.00
142	-					1	\$0.00	\$0.00	\$0.00	\$0.00
143	-					1	\$0.00	\$0.00	\$0.00	\$0.00
144	-					1	\$0.00	\$0.00	\$0.00	\$0.00
145	-					1	\$0.00	\$0.00	\$0.00	\$0.00
146	-					1	\$0.00	\$0.00	\$0.00	\$0.00
147	-					1	\$0.00	\$0.00	\$0.00	\$0.00
148	-					1	\$0.00	\$0.00	\$0.00	\$0.00
149	-					1	\$0.00	\$0.00	\$0.00	\$0.00
150	-					1	\$0.00	\$0.00	\$0.00	\$0.00
151	-					1	\$0.00	\$0.00	\$0.00	\$0.00
152	-					1	\$0.00	\$0.00	\$0.00	\$0.00
153	-					1	\$0.00	\$0.00	\$0.00	\$0.00
							PAGE 3 DATA NETWORK SERVICES SUBTOTAL			
							* Building Location Detail Attached			

\* Building Location Detail Attached



## SCHEDULE B - BUILDING LOCATION DETAIL

### BILLING LOCATION INFORMATION

Billing Name	County of Galveston	Contact Name	JJ Allen
County	Galveston	Email	jj.allen@co.galveston.tx.us
Street / Address	PO Box 1418	Phone	(409) 770-6013 Ext
City State, Zip	Galveston TX 77553-1418	Fax	
Tax Exempt	Yes	Cell / Pager	
Billing Interval	Monthly	Cust req due date	

### SERVICE LOCATIONS

<b>Site Name</b>	County Courthouse	LocalContact	John Clarke
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	722 Moody Ave	Phone	(409) 770-6222 Ext
Address 2		Fax	
Floor		Cell / Pager	(409) 682-0956
Room		Latitude	
City State, Zip	Galveston TX 77550-	Longitude	
<b>Site Name</b>	Texas City Office	Local Contact	John Clark
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	2516 Texas Ave	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor		Cell / Pager	(409) 682-0956
Room		Latitude	
City State, Zip	Texas City TX 77590-	Longitude	
<b>Site Name</b>	Road and Bridge	Local Contact	John Clarke
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	5115 Hwy 3	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor		Cell / Pager	(409) 682-0956
Room		Latitude	
City State, Zip	Dickinson TX 77539-	Longitude	
<b>Site Name</b>	Juvenile Justice Center	Local Contact	John Clarke
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	6101 Attwarter Ave	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor		Cell / Pager	(409) 682-0956
Room		Latitude	
City State, Zip	Dickinson TX 77539-	Longitude	
<b>Site Name</b>	Dickinson Sr Center	Local Contact	John Clark
County	Galveston	Email	john.clarke@co.galveston.tx.us
Address 1	2714 Hwy 3	Phone	(409) 770-6200 Ext
Address 2		Fax	
Floor		Cell / Pager	(409) 682-0956
Room		Latitude	
City State, Zip	Dickinson TX 77539-	Longitude	

**Site Name** Law Enforcement Bldg  
 County Galveston  
 Address 1 601 54th St  
 Address 2  
 Floor  
 Room  
 City State, Zip Galveston TX 77551-

**Site Name** Justice of Peace  
 County Galveston  
 Address 1 607 S Friendswood Dr  
 Address 2  
 Floor  
 Room  
 City State, Zip Friendswood TX 77546-

**Site Name** Precinct 3 Justice of Peace  
 County Galveston  
 Address 1 203 Vauthier St  
 Address 2  
 Floor  
 Room  
 City State, Zip La Marque TX 77568-

**Site Name** Carbide Park  
 County Galveston  
 Address 1 4102 Main St  
 Address 2  
 Floor  
 Room  
 City State, Zip La Marque TX 77568-

**Site Name** Bacliff Annex  
 County Galveston  
 Address 1 4500 10th st  
 Address 2  
 Floor  
 Room  
 City State, Zip Baycliff TX 77518-

**Site Name** West County Office  
 County Galveston  
 Address 1 11730 Hwy 6  
 Address 2  
 Floor  
 Room  
 City State, Zip Santa Fe TX 77510-

Local Contact John Clarke  
 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

Local Contact John Clark  
 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

Local Contact John Clark  
 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

Local Contact John Clarke  
 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

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 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

Local Contact John Clark  
 Email john.clarke@co.galveston.tx.us  
 Phone (409) 770-6200 Ext  
 Fax  
 Cell / Pager (409) 682-0956  
 Latitude  
 Longitude

**Site Name** Mid County Annex  
County Galveston  
Address 1 9300 Emmett F Lowry Expy  
Address 2  
Floor  
Room  
City State, Zip Texas City tx 77591-

**Site Name** Emergency Mgt Facility  
County Galveston  
Address 1 1353 FM 646  
Address 2  
Floor  
Room  
City State, Zip Dickinson TX 77573-

**Site Name** OSSI Kemah Police  
County Galveston  
Address 1 1401 Hwy 146  
Address 2  
Floor  
Room  
City State, Zip Kemah tx 77565-

**Site Name** OSSI Hitchcock Police  
County Galveston  
Address 1 6815 2nd St  
Address 2  
Floor  
Room  
City State, Zip Hitchcock tx 77563-

**Site Name** OSSI LaMarque Police  
County Galveston  
Address 1 431 Bayou Rd  
Address 2  
Floor  
Room  
City State, Zip LaMarque tx 77568-

**Site Name** OSSI Santa Fe Police  
County Galveston  
Address 1 4925 Main St  
Address 2  
Floor  
Room  
City State, Zip Santa Fe tx 77510-

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (409) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

**Site Name** OSSI Dickinson Police  
County Galveston  
Address 1 4000 Liggo St  
Address 2  
Floor  
Room  
City State, Zip Dickinson tx 77539-

**Site Name** OSSI San Leon Police  
County Galveston  
Address 1 443 24th St Bldg E  
Address 2  
Floor  
Room  
City State, Zip Dickinson tx 77539-

**Site Name** League City Office  
County Galveston  
Address 1 174 Calder Rd  
Address 2  
Floor  
Room  
City State, Zip League City TX 77573-

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

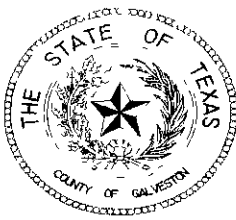
Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (406) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

Local Contact John Clarke  
Email john.clarke@co.galveston.tx.us  
Phone (409) 770-6200 Ext  
Fax  
Cell / Pager (409) 682-0956  
Latitude  
Longitude

AGENDA

ITEM

#29a3



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9/7/12	Department	Information Tech				
Renewal Contract	Yes	Orgkey	1101159100	Object Code.	5423000		
Contract Start Date	9/20/2012	Vendor	UDI				
Contract End Date	9/19/2013	Vendor No	703255	Contract No			
Description	Hardware maintenance renewal for Data Domain model DD670						
Contract # Issued By Purchasing		1101159100		Requested Legal Review		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>ADD</i>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
R&M Equipment	5423000	6000	6000				
Totals		6,000	6,000	-	-	-	-
Total Cost		6000					

Approved By	Date	Signature
<del>Department Head</del> Admin. Coord.	9-7-12	<i>J. Allen</i>
Assistant Purchasing Agent	9/10/2012	<i>Erin A. Miller</i> APB

County Legal

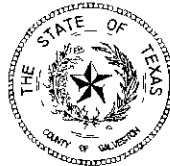
Contract listed in Budget Documentation (Yes/No) ☒ Yes

County Budget Office

*[Signature]*

9/12/2012





Galveston County

## INFORMATION TECHNOLOGY

### **5WH DATADOMAIN HARDWARE MAINTENANCE RENEWAL**

**Who:** Infrastructure

**What:** Hardware maintenance renewal for DataDomain model DD670 for 1 year 8x9

**Where:** IT Datacenter

**When:** 9/13/2012

**Why:** The DataDomain is a vital part of the County's backup and restore procedure. It is a tapeless backup solution that utilizes a high compression rate to maximize storage on the unit.

**How:** Obtain quotes from vendor, issue purchase order (see attached quote)

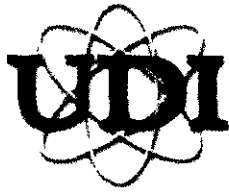
<b>Planned</b>	<u>Item</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total \$</u>
<b>Costs:</b>	DD670-12TB EMC 5X9 Enhanced Hardware Support for DD670, 12TB, NFS, CIFS, S/N 1F40938410			
	L-REP-670 EMC 5X9 Enhanced Software Support for DD670 Replication License			

Estimated Total \$6,000

**Charge to:** 5423000

**Submitted by:** Claudia Perez **Date:** 8/21/2012

**Approved by:** [Signature] **Date:** 9-7-12  
IT Director / Assistant IT Director



# Quote

Unique Digital, Inc.

10595 Westoffice Dr

Houston, Texas 77042

Phone: (713) 777-0447

Fax: (713) 777-0749

Quote No. Galveston\_071712\_DD\_Maint  
Date. July 17, 2012

Bill To	Galveston County	Ship To	722 Moody Ave., Suite 202 Galveston, Texas 77550
---------	------------------	---------	---

TERMS	REFERENCE	VALIDITY	SHIPPED VIA	F.O.B.	SALES PERSON
Net 30		17-Sep-12		Houston	Allison Zayler

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	DD670-12TB EMC 5X9 Enhanced Hardware Support for DD670, 12TB, NFS, CIFS, S/N 1F40938410	\$4,500 00	\$4,500 00
1	L-REP-670 EMC 5X9 Enhanced Software Support for DD670 Replication License	\$1,500 00	\$1,500 00
SUBTOTAL			\$6,000.00
SALES TAX RATE %			8.25%
SALES TAX			Exempt
SHIPPING & HANDLING			Will Invoice
TOTAL DUE			\$6,000.00

Allison Zayler  
SIGNATURE

  
CUSTOMER SIGNATURE

The following chart lists the service features of Enhanced Support provided under EMC's warranty and/or maintenance terms

Enhanced Support is available as to

- 1 EMC Equipment (including its related Core Software) which is identified on the EMC Product Warranty and Maintenance Table as
  - including Enhanced Support during the applicable warranty period, or
  - eligible for upgrade to Enhanced Support during the applicable warranty period, or
  - eligible for Enhanced Support during a subsequent maintenance period
- 2 EMC Software (other than Core Software) which is identified on the EMC Product Warranty and Maintenance Table as eligible for Enhanced Support during a maintenance period

Service Feature	Description	Enhanced Support – Coverage Details
Remote Technical Support	Customer may contact EMC by telephone or web interface on a 7X24 basis to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level* EMC provides (i) a technical response by remote means based on the Severity Level of the problem, or, (ii) when deemed necessary by EMC, onsite support as described below	<p>Included</p> <p>Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact</p> <p>Severity Level 1 1 hour, on a 7X24 basis</p> <p>Severity Level 2 3 hours, on a 7X24 basis</p> <p>Severity Level 3 4 local business hours</p> <p>Severity Level 4 10 local business hours</p>
Onsite Support	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed onsite support necessary	<p>Included for Equipment and Core Software only</p> <p>Onsite support response objective is next local business day, on a 5X9 basis, after EMC deems onsite support is necessary</p> <p>Arrival of support personnel onsite is dependent upon onsite arrival of any necessary replacement parts</p> <p>Onsite support does not apply to Software, but may be separately purchased</p>
Replacement Parts and Installation	EMC provides replacement parts when deemed necessary by EMC	<p>Included</p> <p>Installation of Customer Replaceable Units (CRUs) performed by Customer Refer to <u>Product Maintenance table</u> for listing of parts designated as CRUs</p> <p>Installation of all other non-CRU parts performed by EMC</p> <p>Replacement parts will be shipped to Customer for next local business day arrival Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts and the related Onsite Support</p> <p>If EMC installs the replacement part, EMC will arrange for its return to an EMC facility If Customer installs the CRU Customer is responsible for returning the replaced CRU to a facility designated by EMC</p>

Core Software (operating system) Releases and Installation	EMC provides new releases of Core Software as available	Included  Customer will perform the installation of new releases of Core Software, unless deemed necessary by EMC
EMC Software Updates, Application or Enhanced Feature Software, and Existing Core Software Releases and Installation	EMC provides new releases as available	Included  Customer will perform installation unless otherwise deemed necessary by EMC
Secure Remote Support (Remote Home)	Certain EMC products installed at Customer site will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access products if necessary for additional diagnostics and to provide remote technical support.	Included for products which have remote monitoring tools and technology available from EMC  Once EMC is notified of a problem, the same response objectives for Remote Technical support and Onsite support will apply that would if Customer had called or e-mailed EMC
Access to EMC Web-based Customer Support Tools	Customers that have properly registered have access on a 7x24 basis to EMC's web based customer support tools via EMC Powerlink website	Included

**\*Severity Levels**

- **Severity 1 – Critical** Severe problem preventing customer or workgroup from performing critical business functions
- **Severity 2 – High** Customer or workgroup able to perform job function, but performance of job function degraded or severely limited
- **Severity 3 – Medium** Customer or workgroup performance of job function is largely unaffected
- **Severity 4 – Request** Minimal system impact, includes feature requests and other non-critical questions

The warranty periods and support options ( EMC Support Information ) on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer") and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

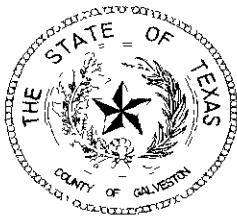
Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

EMC<sup>2</sup>, EMC, and where information lives are registered trademarks of EMC Corporation. All other trademarks used herein are the property of their respective owners.  
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AGENDA

ITEM

#29a4



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9/7/12	Department	Information Tech				
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5423500		
Contract Start Date	10/1/2012	Vendor	Mobile Wireless				
Contract End Date	9/30/2013	Vendor No	711522	Contract No			
Description	Net Motion is the software VPN used by the Sheriff's patrol units, and some county users						
Contract # Issued By Purchasing				Requested Legal Review		Yes _____ No <u>X</u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Software Maint	5423500	20,000 <del>11,546.00</del>	11,546 00				
Totals		20,000 <del>11,546</del>	11,546	-	-	-	-
Total Cost		11,546 00					

Approved By	Date	Signature
Department Head Admin. Coord.	9-7-12	JJ Allen
Assistant Purchasing Agent	9/20/2012	Erin A. M. - CPPB
County Legal		
Contract listed in Budget Documentation (Yes/No) <u>Yes</u>		
County Budget Office		
		9/12/2012



# Galveston County Purchase Requisition

Department INFORMATION TECHNOLOGY

Date 22-Aug-2012

Deliver To INFORMATION TECHNOLOGY

Date Required 24-Sep-2012

QUANTITY	UNIT	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- MAINTENANCE PREMIUM 1	11,546.00	11,546.00			
		YEAR 10/01/2012 THRU 09/30/2013, MAINTENANCE COVERS					
		MOBILITY XE SERVER LICENSES					
		200 DEVICE LICENSES, POLICY MANAGEMENT					
		• 24X7 TECHNICAL SUPPORT					
		• MAJOR VERSION UPGRADES					
		• TECH NOTES AND WEB-BASED SUPPORT					
		• CUMULATIVE QUANTITY DISCOUNTS ON ADDITIONAL					
		DEVICE LICENSES					
		• PATCH AND POINT RELEASES AT NO ADDITIONAL CHARGE					
		• GUARANTEED RESPONSE TIMES					
		SKU NUMBER 090NMPRMMNT1					
		TOTAL		11,546.00			
		FOR SERVERS GROUP					
		REQUESTED BY CLAUDIA PEREZ					
		CALL NUMBER 37548					
		DATE REQUIRED BY 09/24/2012					

I certify the above are required for discharge of my official duties and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DWIT

ITSO

Init/Date

Charge to a/c 11011591005423500

CR#CR211524

Suggested Vendor ~~BIDCON~~ Mobil Wireless

Vendors Contacted

#1

#2

#3

I have this date order the above material or services from

Vendor Number

711522

Quotations obtained by

☐ Sealed Bids

Contract

☐ Verbal Quotation

Agreed Price

Purchase Order No

Date ordered

20

PURCHASING AGENT



Galveston County

## INFORMATION TECHNOLOGY

### **5WH NETMOTION WIRELESS MAINTENANCE**

**Who:** Information Technology - Servers Group

**What:** NetMotion Wireless Maintenance – Premium 1 yr

**Where:** Courthouse DataCenter

**When:** September 24, 2012

**Why:** NetMotion is the software VPN used by the Sheriff patrol units, some county users, and some agencies, as part of the OSSI collaboration network to connect to the County's Network. The current maintenance expires on 9/30/2012.

**How:** NetMotion has provided a quote for the renewal

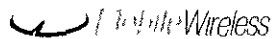
Planned	Item	Qty	Unit \$	Total \$
Costs:	Maintenance Premium – 1 Year 10/1/2012 – 9/30/2013			
	Maintenance covers			
	<b>Maintenance Covers:</b>			
	<b>Mobility XE Server Licenses</b>			
	<b>200 Device Licenses, Policy Management</b>			
	Estimated Total			\$11,546

**Charge to:** 5423500

**Submitted by:** Claudia Perez **Date:** 08/21/2012

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
IT Director / Assistant IT Director





9/7/2012

Prepared by **Mobile Wireless, LLC** - Galveston County vendor #711522

Lauren Michaels  
**Galveston County**  
722 Moody Suite 202  
Galveston, TX 77550  
409-770-6233  
Lauren.Michaels@co.galveston.tx.us

Re NetMotion maintenance renewal

Lauren,

Thank you for being a valued NetMotion customer. Your NetMotion annual maintenance renewal pricing is below. Once again, thank you!

Item	SKU	Quantity	Price	Extended Price
<b>Maintenance: Premium - 1 Year</b> <b>10/1/2012 - 9/30/2013</b> <b>Maintenance Covers:</b> <b>Mobility XE Server Licenses</b> <b>200 Device Licenses, Policy Management</b>  <ul style="list-style-type: none"><li>• 24x7 technical support</li><li>• Major version upgrades</li><li>• Tech notes and web-based support</li><li>• Cumulative quantity discounts on additional device licenses</li><li>• Patch and point releases at no additional charge</li><li>• Guaranteed response times</li></ul>	090NMPRMMNT1	1 Year		\$11,397.00
<b>3 year maintenance option</b>	\$27,378.00			
<b>Total</b>				<b>\$11,397.00</b>

I will follow up with you to answer any questions. Until then, please do not hesitate to contact me. Thank you for your business!

Best regards,

Alan McClintock  
Mobile Wireless LLC  
972-516-1365  
Fax 469-574-5000  
alan@mobwireless.com

**Mobile Wireless LLC**

1525 Brazos Trl , Plano, Texas 75075  
cell - 214-850-9886  
office - 972-516-1365  
fax - 469-574-5000  
alan@mobwireless.com  
www.mobwireless.com



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## Customer Support

[Home](#) > [Customer Support](#) > [Support SLA](#)

### NetMotion Wireless Service Level Agreement (SLA)

#### Summary

When obtaining support from NetMotion Technical Support you will get your best response by calling our Technical Support phone line. Email and or web submissions will be responded to within 4 business hours during normal business hours. Below is a detailed explanation of our definitions and service level regarding support. These definitions are included in your signed Maintenance Agreement when you purchase NetMotion products.

#### Customer purchased Standard Maintenance

##### Telephone Support

For Standard Maintenance, telephone assistance for the Products will be available Monday through Friday (except holidays) during normal business hours for at least nine hours per business day. For support outside normal support hours, Customer may leave a voicemail, email or fax with NetMotion which is usually responded to by next business day.

#### Customer purchased Premium Maintenance

Telephone assistance for the products will be available twenty four hours per day seven days per week (24/7) including holidays for Fault Classes of Severity level 1 or 2. NetMotion uses voicemail as a backup when technical support representatives are assisting other customers or are not available by phone. NetMotion will make reasonable efforts to respond to voicemails left during business hours within one (1) business hours after receipt of the voicemail message.

Note: Email or Web submissions will be responded to by next business day and are not meant for reporting Severity 1 or 2 issues.

#### Premium Support - Terms of Support

Incidents eligible for after hours support are defined as being and must be submitted by phone for SLA response time purposes.

##### Severity 1 (Critical Impact) Operations Down

A problem that renders Licensee's systems completely inoperative, results in data loss or results in a major security breach. No workaround exists.

##### Severity 2 (Significant Impact) Operations Severely Impaired

A problem that significantly impairs systems or results in a minor security breach, workarounds exist but are either difficult to implement or do not prevent the problem and must be implemented after each instance the problem occurs.

#### Service Level Agreement (SLA) Fault Management Procedures

For Customers with Maintenance, NetMotion provides its fault management assistance during normal business hours, excluding holidays.

## Premium Maintenance

NetMotion further provides its fault management assistance twenty-four hours per day 7 days per week (24/7), including holidays for Fault Classes of Severity level 1 or 2. Fault management procedures for Premium Maintenance are currently defined below.

### Severity 1

Procedures: Initial assignment and response immediately with status report to Customer no later than one (1) hour. Commencement of work on resolution immediately with workaround delivered as soon as reasonably available.

### Severity 2

Procedures: Initial assignment and response within one (1) hour with status report to customer within four (4) hours. Commencement of work on resolution within four (4) hours with workarounds delivered as soon as reasonably available.

### Severity 3

Procedures: Initial assignment of recourse within eight (8) hours with status report to customer within twenty four (24) hours. Fixes delivered with the next Update after resolution.

### Severity 4

Procedures: Initial assignment within thirty (30) business days. Resolution is subject to the terms of a separate agreement.

## Severity Definitions

### Severity 1

The Licensed Software causes disruption or loss of Customer or End User's tools or services of a critical nature and there is no workaround. The fault prohibits operation of a function or service and is directly related to Licensed Software.

### Severity 2

Profile: Licensed Software operating negatively and materially affects the performance of Customer or End User's tools or services as a result of the use of the Licensed Software and there is no permanent workaround.

### Severity 3

Profile: The Licensed Software contains a non-critical, limited fault. Customer or End Users are able to function and there is a work around available.

### Severity 4

Profile: A report which does not encompass a fault but which instead requests new or improved functionality in the Licensed Software. Service Level Agreements (SLA).

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# Support Plans



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## Customer Support

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### Support Plans

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[Supported Systems](#)

[Customer Portal](#)

[Knowledgebase](#)

## Technical Support Plans

NetMotion Wireless provides Premium and Standard support level plans for Mobility XE<sup>®</sup>, and Standard support level for Locality

### Premium (24x7) Support Program

We highly recommend Premium Support, particularly for larger deployments and customers who want the peace of mind that 24x7 technical support provides. In addition to 24x7 phone support for critical issues, the Premium Support Program includes all major release upgrades at no additional charge. Premium Support is available for an annual fee based on the cost of your licenses. Please see the chart below for more information on this Support Program.

### Standard Support Program

Included in the annual maintenance for every client license, the Standard Support Program covers business hour technical support via telephone, e-mail, and web-based support requests. Web-based support includes access to a comprehensive library of technical notes, white papers, and other resources and online support requests. For more information on this Support Program, please see the chart below.

Premium and Standard Support Programs are available at a discounted rate when more than one year of service is purchased at one time. Please contact sales for a support quote.

### Service Level Agreement

For more information on the definition of severity levels and response times, please view our [Technical Support Service Level Agreement \(SLA\)](#).

## Support Plan Comparison

Technical Support	Standard	Premium
Phone, e-mail, and web-based support requests 5am to 5pm PT, Mon-Fri (except business holidays)	X	X
Access to technical notes and white papers	X	X
24x7 phone support for critical issues		X

Technical Support	Standard	Premium
Guaranteed response times based on severity level		X

Product Support	Standard	Premium
Discounts on upgrades, additional licenses and new products	X	X
Upgrades to minor releases and maintenance releases	X	X
Upgrades to major releases*		X

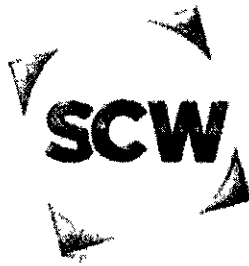
*Product upgrades associated with the Premium Support offering do not include separately licensable components, unless those components have been purchased along with Premium Support.*

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1247 211524



**Southern Computer Warehouse**  
 1395 S Marietta Parkway  
 Bldg 300 Suite 106  
 Marietta Georgia 30067  
 United States  
 http: www.scw.com

## Quotation

### Date

Aug 24 2012 1:44 PM EDT

### Doc #

705264 rev 1 of 1

### Description

NetMotion Premium Technical support

### SalesRep

Nicholson, K. my  
 (P) 770 579 8927  
 (H) 770-579 8937

### Customer Contact

Quiroga, Erin  
 (P) 409 770 5191  
 (F) 409 766 2521  
 Erin.Quiroga@scw.galveston.tx.us

### Customer

Galveston County TX (G14418)  
 722 Moody St Ste 202  
 Galveston Texas 77550  
 (P) (409) 770 5376

### Bill To

Galveston County TX  
 Guess, Dee  
 PO Box 1418  
 Galveston Texas 77553

### Ship To

Galveston County TX  
 Guess, Dee  
 722 Moody St  
 Ste 202  
 Galveston Texas 77550  
 (P) 409 770 5376

### Customer PO

None

### Terms

Undefined

### Ship Via

GROUND

### Special Instructions

None

### Carrier Account #

None

Item Description	Part #	Qty	Tax	Unit Price	Total
1 NetMotion Premium Technical support phone consulting 1 year 24x7 for NetMotion Wireless Mobility XL	090NMPRMMN11 (NMO 2593957)	1	No	\$12,051.41	\$12,051.41

Best Price Off Contract

Subtotal \$12,051.41  
 Tax (0.000%) \$0.00  
 Shipping \$0.00  
**Total \$12,051.41**

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.

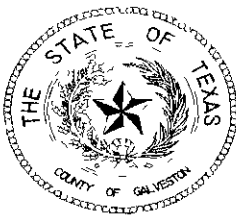
These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling, services or material unless specifically listed above.

All prices are subject to change without notice. Supply subject to availability.

AGENDA

ITEM

#29a5



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

Date of Request	9/7/12	Department	Information Tech				
Renewal Contract	Yes	Orgkey	1101159100	Object Code	5423000		
Contract Start Date	9/1/2012	Vendor	Oracle				
Contract End Date	8/31/2013	Vendor No	713824	Contract No			
Description	Maintenance renewal for StorageTek SL500 tape Library, this unit is critical the County's back up						
Contract # Issued By Purchasing				Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/> <b>PTG</b>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
R&M Equipment	5423000	2879 18	2879 18				
Totals.		2,879	2,879	-	-	-	-
Total Cost		2879 18					

Approved By	Date	Signature
<del>Department Head</del> Admin Coord	9-7-12	J. Allen
Assistant Purchasing Agent	9/10/2012	Elena A. Moran CPAB

County Legal

Contract listed in Budget Documentation (Yes/No) ☒ Yes

County Budget Office

9/12/2012

Not in Budget, but sufficient funds  
in line item







Galveston County

**INFORMATION TECHNOLOGY**

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**5WH STORAGETEK SL500 TAPE DRIVE MAINTENANCE**

---

**Who:** Servers Group

**What** Maintenance renewal for the StorageTek SL500 tape library The SL500 has 50 slots with 2 fiber connected LTO3 tape drives

The contract being requested is the Oracle Premier Support Additional details on the attached pages

**Where:** Courthouse Datacenter

**When:** August 20, 2012

**Why:** The SL500 is used for the County's offline media backup This unit is critical in the County's backup procedure, and if down needs immediate resolution of the problem

**How:** Oracle, which now owns SunMicrosystems, provided us a quote

Estimated costs \$2,879 18

**Charge to:** \_\_\_\_\_5423000\_\_\_\_\_

**Submitted by:** \_\_\_\_\_Claudia Perez\_\_\_\_\_ **Date:** 08/15/2012\_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
IT Director / Assistant IT Director



13-Aug-12

Claudia Perez  
GALVESTON COUNTY  
Information Technology  
722 Moody Ave 2nd Fl  
Galveston  
TX 77550  
United States

Dear Claudia Perez

The technical support services and benefits provided under service contract number SUN-US1014860 will expire, or have expired, on 31-Aug-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number SUN-US1014860, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 20-Aug-12.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Kimberly Wasson  
Oracle Support Services  
E-mail: [kimberly.wasson@oracle.com](mailto:kimberly.wasson@oracle.com)  
Tel:  
Fax:



## Ordering Document

<b>Service Contract #</b> SUN-US1014860	<b>Renewal Contact</b> Kimberly Wasson
<b>Offer Expires</b> 31-Aug-12	
<b>Payment Terms</b> 30 NET from date of invoice	<b>Telephone</b>
	<b>Fax</b>
<b>Billing Terms</b> Quarterly in Arrears	<b>E-mail</b> kimberly.wasson@oracle.com
<b>CUSTOMER</b> GALVESTON COUNTY	
<b>QUOTE TO</b>	<b>BILL TO</b>
<b>Account Contact</b> Claudia Perez	<b>Account Contact</b> Vicki Dyer
<b>Account Name</b> GALVESTON COUNTY	<b>Account Name</b> GALVESTON COUNTY
<b>Address</b> Information Technology 722 Moody Ave 2nd Fl Galveston TX 77550 United States	<b>Address</b> Galveston County Auditor's Ofc Accounts Payable PO Box 1418 Galveston TX 77553 United States
<b>Telephone</b> 409 770-5417	<b>Telephone</b> 409-770-5417
<b>Fax</b>	<b>Fax</b>
<b>E-mail</b> claudia.perez@co.galveston.tx.us	<b>E-mail</b> vicki.dyer@co.galveston.tx.us

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Kimberly Wasson at kimberly.wasson@oracle.com or . Please also include service contract number SUN-US1014860 on such reply.

---

## Service Details

Service Level		Oracle Premier Support for Systems			End Date 31-Aug-13	
Product Description	Serial Number	CSI #	Qty	Start Date	Price	
SL500 50slot w/2 HP LTO3 2GFC Installed At GALVESTON COUNTY IT - 722 MOODY GALVESTON GALVESTON TX 77550 United States		16976235	1	1-Sep-12	2,879 18	
STK, 3127908802 , N,SL50E33,	559000101875	16976235	1	1-Sep-12	0 00	

**Subtotal. USD 2,879.18**

**Total Amount USD 2,879 18**

plus applicable tax

### Notes

- 1 If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware
- 2 If a change to the Service Details provided above is required, please contact Kimberly Wasson at or at kimberly.wasson@oracle.com and an updated ordering document will be provided to you

## GENERAL TERMS

"You" and "your" refers to the Customer provided above

In the event that the Customer and the Quote To Account Name provided above are not the same, GALVESTON COUNTY represents that Customer has authorized GALVESTON COUNTY to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. GALVESTON COUNTY agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to GALVESTON COUNTY during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that a) Customer has the ultimate responsibility for payments under this ordering document, and, b) any failure of GALVESTON COUNTY to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document, and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion, however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

---

## Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor), and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check, or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If GALVESTON COUNTY is a tax exempt organization, a copy of GALVESTON COUNTY's tax exemption certificate must be submitted with GALVESTON COUNTY's purchase order, check, credit card, or other acceptable form of payment.

### **PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION**

#### **Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract # SUN-US1014860
- Term of Service 1-Sep-12 to 31-Aug-13
- Final Total USD 2,879.18 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, GALVESTON COUNTY agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

#### **Check**

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract # SUN-US1014860
- Term of Service 1-Sep-12 to 31-Aug-13
- Final Total USD 2,879.18 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, GALVESTON COUNTY agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

**Credit Card Confirmation**

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #       SUN-US1014860
- Term of Service         1-Sep-12 to 31-Aug-13
- Final Total             USD 2,879.18 (excluding applicable tax)

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, GALVESTON COUNTY agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

**REMITTANCE DETAILS**

Purchase orders or credit card details for the technical support services ordered hereto should be sent to

Attn           Kimberly Wasson  
                Oracle Support Services  
Fax  
E-mail       kimberly.wasson@oracle.com



Checks for the technical support services ordered hereto should be sent to

**AK, AZ, CA, HI, ID, NV, OR, UT, WA**

Oracle America, Inc  
PO Box 44471  
San Francisco, CA 94144-4471

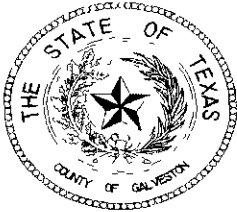
**All Other States**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

AGENDA

ITEM

#29a6



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/11/12	Department	Information Tech				
Renewal Contract	No	Orgkey	1101159100	Object Code	5752006		
Contract Start Date	Commence at time of purchase	Vendor	Intech				
Contract End Date	1 year	Vendor No	713976	Contract No			
Description	VMWARE Site Recovery Manager will be part of the County's DR plan						
Contract # Issued By Purchasing		CM12287		Requested Legal Review		Yes _____ No <u>X</u> <span style="float: right;">PBG</span>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Server Desktop Virt	5752006	10,016 00	10,016 00				
Totals		10,016	10,016	-	-	-	-
Total Cost		10,016 00					

Approved By	Date	Signature
<del>Department Head</del> Admin COOR	9-11-12	
Purchasing Agent	9-13-12	
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

9/12/2012



Galveston County

## INFORMATION TECHNOLOGY

### **5WH** VMWARE SITE RECOVERY MGR (SRM)

**Who:** Infrastructure

**What** VMware SRM (Site Recovery Manager) – 25 pack (Qty 2)

**Where:** IT Datacenter

**When:** 9/04/2012

**Why:** SRM will be part of our DR plan as it provides replication capabilities, non-disruptive testing, automated failover and fallback, and planned migration for our virtual environment

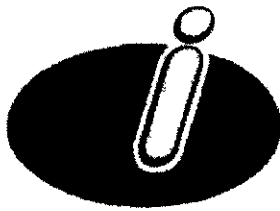
**How:** Obtain quotes from authorized resellers (see attached quotes)

Estimated	Qty	Unit \$	Total \$
<b>Costs:</b>			10,552

**Charge to:** \_\_\_\_\_5752006\_\_\_\_\_

**Submitted by:** Claudia Perez **Date:** 8/21/2012

**Approved by:**  **Date:** 9-11-12  
IT Director / Assistant IT Director



**Intech Southwest**  
 4778 Research Drive  
 San Antonio, Texas 78240  
 United States  
 http://www.intechsouthwest.com

## Quotation

**Date**  
 Aug 24, 2012 10:13 AM CDT

**Doc #**  
 14906 rev 1 of 1

**Description**  
 VMWARE SUPPORT

**SalesRep**  
 Kuband, Michael  
 (P) 210 690 0000

**Customer Contact**  
 Quiroga, Erin  
 (P) 409 770 5372  
 erin.quiroga@co.galveston.tx.us

**Customer**  
 Galveston County (GC0895)  
 722 Moody Ave  
 Galveston, Texas 77550  
 (P) (409) 770 6013

**Bill To**  
 Galveston County  
 Quiroga, Erin  
 722 Moody Ave  
 Galveston, Texas 77550  
 (P) (409) 770 6013

**Ship To**  
 Galveston County  
 Quiroga, Erin  
 722 Moody Ave  
 Galveston, Texas 77550  
 (P) (409) 770 6013

**Customer PO**  
 None

**Terms**  
 Undefined

**Ship Via**  
 UPS Ground

**Special Instructions**  
 None

**Carrier Account #**  
 None

Item Description	Part #	Unit Price	Qty	Unit Price
1 VMware vCenter Site Recovery Manager Standard (v 5) license 25 virtual machines - VPP Level 2 (600 999)	VC SRMS-25S C 12	\$4,582.50	2	\$9,165.00
2 VMware Support and Subscription Production Technical support emergency phone consulting 1 year 24x7 30 min for VMware vCenter Site Recovery Manager Standard (v 5) 25 virtual machines	VC SRMS 25S P SSS C 51	219.00	2	\$438.00

Subtotal \$ 9,603.00  
 Tax (0.000%) \$ 0.00  
 Shipping \$ 0.00  
**Total \$10,016.00**

### Lease Options

License Station-Dollar Buy Out	\$966.09 / mo for 12 mos
	\$499.11 / mo for 24 mos
	\$348.97 / mo for 36 mos
	\$274.33 / mo for 48 mos
	\$229.76 / mo for 60 mos
License Station Fair Market Value	\$0.00 / mo for 12 mos
	\$403.81 / mo for 24 mos
	\$298.56 / mo for 36 mos
	\$252.15 / mo for 48 mos
	\$229.76 / mo for 60 mos

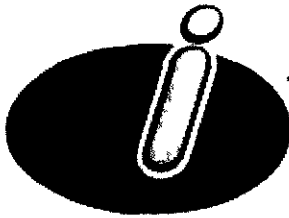
This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

**RMA Policy:** Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns.

Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest.

Some special orders are non-returnable and the manufacturer must be contacted.

Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.



Intech Southwest  
4778 Research Drive

San Antonio, TX  
210-690-0000  
<http://www.intechsouthwest.com>

**vmware®**

**SUPPORT &  
SUBSCRIPTION**

**VMware Support and Subscription Production**

Technical support - emergency phone consulting - 1 year - 24x7 - 30 min - for  
VMware vCenter Site Recovery Manager Standard ( v 5 ) - 25 virtual machines

Manufacturer: VMware

Part # VC-SRM5-25S-P-SSS-C

Printed On: Sep 10, 2012 2 42 PM CDT

**Product Description**

- Global, 24x7 support for severity 1 issues
- Fast response times for critical issues
- Remote support
- Online access to documentation, knowledge base articles, discussion forums and other technical resources
- Product updates and upgrades

VMware Production Support is designed with your production environments in mind. The global support centers are staffed around the clock to provide you access to the industry-leading expertise in virtualization and years of experience supporting virtual infrastructure products in real-world customer environments. VMware is committed to delivering enterprise-class, worldwide support with a single objective in mind, your success.

Main Specifications	
Product Description	VMware Support and Subscription Production - technical support - 1 year - for VMware vCenter Site Recovery Manager Standard
Service & Support	Technical support
Service Included	Emergency phone consulting
Full Contract Period	1 year
Response Time	30 min
Service Availability	24 hours a day / 7 days a week
Software Title	VMware vCenter Site Recovery Manager Standard
Version	5
License Qty	25 virtual machines
General	
Type	Technical support
Service Included	Emergency phone consulting
Full Contract Period	1 year
Response Time	30 min

Service Availability	24 hours a day / 7 days a week
<b>Software</b>	
Software Title	VMware vCenter Site Recovery Manager Standard
Version	5
License Qty	25 virtual machines
<b>Details</b>	
Service & Support Details	<p>Emergency phone consulting - 1 year / 6 contacts - response time 30 min - availability 24 hours a day / Monday-Sunday - severity level 1</p> <p>Phone consulting - 1 year / 6 contacts - response time 4 business hours - availability 12 hours a day / Monday-Friday - severity level 2</p> <p>Phone consulting - 1 year / 6 contacts - response time 8 business hours - availability 12 hours a day / Monday-Friday - severity level 3</p> <p>Phone consulting - 1 year / 6 contacts - response time 12 business hours - availability 12 hours a day / Monday-Friday - severity level 4</p> <p>E-mail consulting - 1 year / 6 contacts</p> <p>New releases update - 1 year</p> <p>Web knowledge base access - 1 year</p> <p>Web support - 1 year</p> <p>Remote monitoring - 1 year</p>

▶ CNET Supported

◆ Custom

■ Bundle

⬆ Configuration

+ Add to My Catalogs

+ Company Standard

🔓 Unlocked

🔒 Locked

💡 Promo

⚙ Contract Price

📋 Serial #

➡ Drop Ship

📎 Attachment

📅 Calendar

📄 Reference

## VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable ("VMware"), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the "Services"), per the terms of this Agreement (the "Agreement") and as set forth at <http://www.vmware.com/support/services/> to Customer, for the specific Services level purchased. The applicable VMware entity, Effective Date, Software, and Services level will be set forth on the SnS order form, Customer's purchase Order, or, if Customer has purchased support on a per incident basis ("Per Incident"), in the registration form completed by Customer upon such purchase (collectively the "Order")

### 1 Definitions

**1.1 "Error"** means a failure in the Software to materially conform to the specifications as described in the applicable Documentation

**1.2 "Modified Code"** means any modification, addition and/or development of code scripts (whether created by VMware, Customer or any third party) that deviates from the predefined product code tree(s)/modules developed by VMware for production deployment and/or use and specifically excludes customizable Software options made generally available by VMware and for which Services are available

**1.3 "Services Fees"** means those fees that are applicable to the Services as specified in a corresponding VMware or reseller invoice

**1.4 "Services Period"** means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence (a) for Software Licenses for which Services are mandatory, on the date of shipment of the applicable Software License Key(s), and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services

**1.5 "Severity"** is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels are applicable to all Software

**(a) "Severity One"** means Customer's production server or other mission critical system(s) are down and no workaround is immediately available (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption, (ii) Customer has had a substantial loss of service, or (iii) Customer's business operations have been severely disrupted. Severity One support requires Customer to have dedicated resources available to work on the issue on an ongoing basis during Customer's contractual hours. Severity One issues may not be filed and/or maintained for Zimbra Software if (a) the outage affects less than fifty percent of the users on a platform or server, (b) the issue relates to a new installation, test server or platform, or (c) the matter is believed to be a problem in a messaging user agent or client, such as Zimbra Desktop, Microsoft® Outlook®, Apple® iPhone®, etc.

**(b) "Severity Two"** occurs when major functionality is severely impaired (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected, (ii) a major milestone is at risk, ongoing and incremental installations are affected, or (iii) a temporary workaround is available

**(c) "Severity Three"** involves partial, non-critical loss of functionality of the software (i) impaired operations of some components, but allows the user to continue using the software, or (ii) initial installation milestones are at minimal risk

**(d) "Severity Four"** refers to general usage questions and cosmetic issues, including errors in the documentation, as well as cases opened via email for Zimbra Software

**1.6 "Software"**, for purposes of these Services Terms, the term "Software" does not include Modified Code, Third Party Products or customized deliverables that VMware creates specifically for Customer

**1.7 "Subscription Services"** means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Software, as well as corresponding Documentation, to Customer. With respect to the provision of Major Releases, Minor Releases and Maintenance Releases to Customer pursuant to the Subscription Services, Customer acknowledges that Customer's use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms accompanying such Major Releases, Minor Releases and Maintenance Releases which pertain to the License being granted and any associated restrictions

**(a) "Maintenance Release" or "Update"** means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1)

**(b) "Major Release"** also known generally as an "Upgrade" means a generally available release of the Software that contains functional enhancements or extensions, designated by VMware by means of a change in the digit to the left of the first decimal point (e.g. Software 5.0 >> Software 6.0)

**(c) "Minor Release"** means a generally available release of the Software that introduces a limited amount of new features and functionality, designated by VMware by means of a change in the digit to the right of the decimal point (e.g. Software 5.0 >>> Software 5.1)

=



**1 8 "Technical Support"** means the provision of technical assistance by VMware to Customer's technical contact(s) with respect to installation, analysis of problem reports, and Errors, at the corresponding Services level purchased by Customer

**1 9 "Third Party Products"** means any third party proprietary software or hardware that is manufactured by a party other than VMware, or its Affiliates and has not been incorporated into the Software or Services offerings of VMware or its Affiliates

## **2 Service Terms**

**2 1 Provision of Services** VMware shall provide the Services at the Services level purchased during the Services Period, subject to Section 2 2 below

**2 2 End of Availability** VMware may, at its discretion, decide to retire Software and/or Services at any time ("**End of Availability**") upon notice. Notice of End of Availability, the last date of general commercial availability of the Software and applicable support lifecycle support policies and timelines for discontinuance, shall be provided via the VMware Support Services website at [www.vmware.com/support](http://www.vmware.com/support)

**2 3 Requirements** Customer may purchase initial Services only for the most current, generally available release of the Software. Limited exceptions may apply for specific Software as provided for at [www.vmware.com/support](http://www.vmware.com/support)

(a) For all current and additional Software Licenses purchased for a particular VMware Software product or suite, including those where Services are not required at the time of purchase of the applicable Software License (including, but not limited to, VMware Workstation, VMware Fusion and VMware vSphere Hypervisor), Customer must purchase and/or renew Services at the same Services level in a given functional discipline (e.g. Test, Development, QA, Production)

(b) For most Software, a minimum of one (1) year of Services must be purchased. For Software-specific support requirements, refer to [www.vmware.com/pdf/software\\_specific\\_support\\_requirements.pdf](http://www.vmware.com/pdf/software_specific_support_requirements.pdf). Subject to Section 2 2, VMware may update these Services Terms after the first year of the Services Period with sixty (60) days advance notice to Customer of any changes deemed by VMware to have potential adverse and/or material impact to Customer. Upon any renewal, VMware's then-current terms and conditions for the Services will apply. A decision to terminate Services or otherwise not renew Services will not terminate the applicable Software Licenses.

(c) VMware, during the course of providing Technical Support, may be required to analyze whether or not a reported problem is related to Modified Code. Where VMware suspects that a problem may be related to Modified Code, VMware in its sole discretion, reserves the right to request that the Modified Code be removed. If VMware cannot directly identify the root cause of a problem, or reasonably suspects that the problem is related to Modified Code, Customer shall be informed that additional assistance may be obtained by Customer directly from various product discussion forums or via engagement for an additional fee with VMware's consulting services group.

**2 4 Eligibility** Problems caused by the following situations are not included in the Services but may be addressed separately upon request at VMware's then-current hourly rates for consulting, subject to then-current standard consulting services terms and conditions:

(a) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning or humidity control, failure of rotation media not furnished by VMware, operation of the Software with other media not in accordance with the manufacturer's specifications, or causes other than ordinary use, or

(b) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation, or

(c) actual or attempted modification, alteration or addition to the Software undertaken by Customer or any third party, or

(d) Third Party Products, other than the interface of the Software with the Third Party Products, or

(e) Modified Code, or

(f) any customized deliverables created by VMware specifically for Customer as part of consulting services, or

(g) any technical issue unrelated to an Error (refer to the Technical Support guide for examples)

With respect to vFabric Software, issues caused by the following matters are not included in the Services: (i) use of the Software with an unsupported Java Development Kit (JDK) or Java Runtime Environment (JRE) (see Documentation for specific versions of what is supported), or (ii) APIs, interfaces or data formats other than those included with the Software.

**2 5 Open Source Software Support** VMware's general policy is that Customer is not entitled to receive Services for Open Source Software not provided with the Software package, unless VMware specifically makes available Services for such Open Source Software on its Services price list and as detailed at [www.vmware.com/support](http://www.vmware.com/support). To the extent VMware provides Services for Open Source Software, these Services Terms shall apply, and VMware will provide Services for the Open Source Software, provided such Open Source Software has not been modified by Customer, its employees or agents.

**2 6 Customer Responsibilities** VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to Services (such as communications concerning an Error or other technical issues and the availability of new releases). Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(b) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software

(c) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt

(d) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of Errors or other malfunction of the Software or computers on which the Software is used

### **3 Services Fees**

#### **3.1 Services Fee Schedule**

(a) Unless otherwise indicated on the Order, Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are non-refundable upon payment. Customer agrees that Orders do not have to be signed to be valid and enforceable.

(b) The Services Fees, including renewals, are at the then-current list price. VMware may increase applicable Services Fees for renewals. If Customer elects not to renew the Services or, in the case of Software that may initially be purchased without Services, if Customer elects not to purchase the Services when Customer acquires the Software License, Customer may later re-enroll or enroll, as the case may be, for the Services, subject to Subsection 3.1(d) below.

(c) For any renewal or addition of Services, which requires a minimum purchase of one (1) year, Customer may elect to make Services for all or a portion of its Software Licenses coterminous, in which case, VMware will prorate the applicable Services Fees for the current Services Period based on the number of full or partial months remaining in the current Services Period.

(d) If Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period, (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(e) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License. This paragraph (e) shall not apply to enterprise license agreements.

#### **3.2 Services Fees**

(a) Annual Services Fees for initial Services, as well as renewals, if any, will be based on the following schedule, pursuant to Customer's elected level of Services for the Software, and subject to Section 3.2(c) below:

Services Level	Services Fee*
Basic Support and Subscription	21% of the then-current list price of the Software
Production Support and Subscription	25% of the then-current list price of the Software
For Zimbra Software only – Zimbra Advantage and Zimbra Premium**	Zimbra Advantage – 16% of the then-current list price of the Software  Zimbra Premium – 20% of the then-current list price of the Software

\*These Services Fees shall not apply to term-based Software Licenses. Such Services Fees are set forth in the table in Section 3.2(c) below.

\*\*Zimbra Software includes, but is not limited to, the following: Zimbra Collaboration Suite and Zimbra Archiving & Discovery. The foregoing listing of Zimbra Software may be modified from time to time at VMware discretion. See subsection (j) below for additional details on Services offerings.

(b) A Customer that originally purchased Services from a VMware Authorized Service Provider and is renewing only Technical Support through the VMware Authorized Service Provider may purchase Subscription Services separately on a renewal basis from VMware. In this case, the renewal fee for such Subscription Services shall be fourteen percent (14%) of the list price of the Software at the time the Software was purchased. "Authorized Service Provider" means a third party that is authorized under contract by VMware to provide first and/or second level Technical Support for VMware products.

(c) The price of Services (for the initial Services Period as well as renewals thereof, if any) for the Software and Services levels listed below are not priced based on a percentage of list price of such Software; such prices are as reflected in the then-current VMware standard price list, and Service levels are defined in the Technical Support guide (as updated from time to time).

Software	Services Level
VMware vCenter Converter Standalone	Per Incident Support
VMware vSphere Standard Edition	Basic and Production SnS
VMware vCenter Server Foundation for vSphere	Basic and Production SnS
VMware Workstation	Per Incident Support
VMware Fusion	Per Incident Support, or Desktop Standard Support
VMware vSphere Hypervisor	Basic and Production SnS (for one year only at point of sale) or Per Incident Support
VMware ThinApp Suite VMware ThinApp Client	Basic and Production SnS
VMware Capacity Planner	Production SnS for worldwide partners only (complimentary web based support available for trained partners only)
VMware vSphere Essentials Edition	Per Incident Support
vFabric Products	Developer (as detailed at <a href="http://www.vmware.com/support">www.vmware.com/support</a> ), Basic and Production SnS on Term Licenses

(d) Business Critical Support ("BCS") is available for a fixed price (including renewals thereof), based on VMware's then-current list price, for an annual contract covering each supported BCS Customer Team. Additional technical contacts (including renewals thereof) beyond six (6) may be added to the BCS Customer Team for a fixed annual fee. A discount of twenty percent (20%) off the then-current list price for BCS shall apply to BCS (including to renewals thereof) if Customer has contracted for, and currently has, one (1) or more VMware Technical Account Manager. A "BCS Customer Team" means a Customer team that (i) consists of no more than six (6) technical contacts, (ii) has at least one individual who has passed the relevant certification exams and has been certified by VMware as a VMware Certified Professional, (iii) is centrally responsible for managing and supporting Customer's virtual infrastructure, (iv) develops and implements standards and processes for the management of all virtual systems supported, and (v) provides front line support for the virtual systems supported, making use of available technical repositories and experience to resolve known issues.

(e) Mission Critical Support (MCS) is available for a fixed price (including renewals thereof), based on VMware's then-current list price for an annual contract and is offered as a supplement to Production Support. MCS provides global, 24 X 7 support for Seventy One issues as well as priority access to senior level technical support engineers for an unlimited number of technical contacts.

(f) Desktop Standard Support is available for certain Software and is priced at a flat rate per License, with a minimum of ten (10) Licenses. Desktop Standard Support includes Services delivered to a Desktop Standard Support Customer Team. A Desktop Standard Support Customer Team shall (i) consist of no more than four (4) technical contacts and (ii) provide front line support for the desktop and virtual systems supported, making use of available technical repositories and experience to resolve known issues.

(g) Unless Customer has purchased Services for the Software (i) VMware will provide Customer with limited web-based support services for the VMware Workstation Software for a period of thirty (30) days after the date of purchase, and VMware will provide Customer with the VMware Complimentary Update Service for a period of eighteen (18) months from the date of general availability of such Software, and (ii) VMware will provide Customer with limited web-based support services for the VMware Fusion Software and the VMware Complimentary Update Service for a period of eighteen (18) months from the date of general availability of such Software. "VMware Complimentary Update Service" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases. Limited complimentary installation assistance will also be made for these Software products as further detailed at <http://www.vmware.com/support/services/complimentary.html>

(h) Customers may purchase Basic or Production Support only when a minimum of ten (10) Licenses of VMware Workstation are purchased simultaneously.

(i) The VMware Open Source Project Support Policy is located at [www.VMware.com/support/policy](http://www.VMware.com/support/policy)

With respect to Services for the Zimbra Software, VMware shall offer only Zimbra Advantage and Zimbra Premium level Services. Such Zimbra Advantage and Premium level Services offerings are distinct and different from VMware's Basic and Production Support and Subscription Services offerings in several key areas, including, but not limited to, support response times, business hours and coverage, management of support contacts, support processes, escalation and resolution issues, urgency definitions, support exclusions, upgrades, maintenance and end of life policies.

#### **4 Miscellaneous Terms**

**4.1 Payment Terms.** All Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. All amounts that are not paid on time by Customer shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. If payment of any Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

**4.2 Limited Warranty.** VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

**4.3 Limitation of Liability.** TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

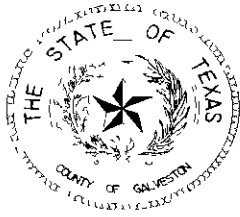
**4.4 Termination.** VMware may suspend performance of Services if Customer fails to meet its obligations as set forth under this Agreement. VMware may terminate Services if such failure continues for thirty (30) days after VMware's written request to meet these obligations. VMware may terminate the Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

**4.5 Other.** Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended by Customer except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at [www.vmware.com/support](http://www.vmware.com/support) is the governing version of such document, any translation into other languages is for convenience only. VMware may update the Technical Support guide periodically, without prior notice.

AGENDA

ITEM

#30a1



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/14/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date		Vendor	TAB Products LLC				
Contract End Date	10/13/2013	Vendor No	714795	Contract No			
Description	Cement Stabilized Concrete Base						
Contract # Issued By Purchasing		CM12253		Requested Legal Review		Yes _____ No _____	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		
Purchasing Agent		
County Legal		
Contract listed in Budget Documentation (Yes/No)		
County Budget Office		



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 11, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**Re: Bid #B122031, Casebinder File Folders**

Gentlemen,

On September 6, 2012 bids were opened for Bid #B122031, Casebinder File Folders, at which time nine (9) bids were received from the following companies

- |  |                       |
|--|-----------------------|
| • Tab Products, Co , LLC               | Mayville, WI          |
| • Data Flex Business Products, LLC     | Fort Worth, Texas     |
| • DER Graphics, Inc                    | Mount Royal, Canada   |
| • Comade, Inc                          | Santa Ana, California |
| • Colortrieve Systems, Inc             | Burlington, MA        |
| • Filex Systems, Inc                   | Bedford, Texas        |
| • Retrieval Business Systems, Inc      | Bettendorf, IA        |
| • Scott Merriam, Inc                   | Dallas, Texas         |
| • Amitesh, Inc dba Ace Office Supplies | Orlando, Florida      |

It is recommended that you award this bid to the lowest bidder, Tab Products Co , LLC

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



# COUNTY of GALVESTON

District Clerk  
**DORYN DANNER GLENN**

September 11, 2012

Mr Rufus Crowder  
Purchasing Agent  
Galveston County, Texas

Re Bid# B122031/Casebinder File Folders

Dear Mr Crowder,

I am recommending that Tab Products Co, LLC, who submitted the lowest bid in Bid #B122031 Casebinder File Folders be awarded the contract

Please let me know if I can be of further assistance to you

Sincerely,

A handwritten signature in black ink, appearing to read "Doryn Danner Glenn", with a long horizontal flourish extending to the right.

DORYN DANNER GLENN  
Galveston County District Clerk



**BID RESPONSE TABULATION  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**BID #: B122031  
OPEN: 09/06/2012  
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor 707351 SCOTT MERRIMAN INC		Vendor 707352 DATA FLEX BUSINESS PRODUC		Vendor 714795 TAB PRODUCTS CO LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	61509	MANILLA	1,800	EA	1 07	1,926 00	1 02	1,836 00	0 70	1,267 02
0002	61509	RED	4,000	EA	1 10	4,400 00	1 07	4,280 00	0 70	2,815 60
0003	61509	GOLDEN ROD	3,800	EA	1 10	4,180 00	1 07	4,066 00	0 70	2,674 82
0004	61509	BLUE	500	EA	1 10	550 00	1 07	535 00	0 70	351 95
0005	61509	GREEN	1,200	EA	1 10	1,320 00	1 07	1,284 00	0 70	844 68
0006	61509	GRAY	300	EA	1 10	330 00	1 07	321 00	0 70	211 17
0007	61509	UN-NUMBERED FILE ROD	2,500	EA	0 83	2,075 00	0 89	2,225 00	0 70	1,759 75
<b>Total of all Items</b>						<b>14,781 00</b>		<b>14,547 00</b>		<b>9,924 99</b>

**BID RESPONSE TABULATION  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**BID #: B122031  
OPEN: 09/06/2012  
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor 714796 FILEX SYSTEMS INC		Vendor 714798 COLORTRIEVE SYSTEMS INC		Vendor 714801 COMADE INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	61509	MANILLA	1,800	EA	0 99	1,782 00	0 99	1,782 00	0 94	1,704 06
0002	61509	RED	4,000	EA	0 99	3,960 00	1 05	4,200 00	0 97	3,890 80
0003	61509	GOLDEN ROD	3,800	EA	0 99	3,762 00	1 05	3,990 00	0 97	3,696 26
0004	61509	BLUE	500	EA	0 99	495 00	1 10	550 00	0 97	486 35
0005	61509	GREEN	1,200	EA	0 99	1,188 00	1 09	1,308 00	0 97	1,167 24
0006	61509	GRAY	300	EA	0 99	297 00	1 12	336 00	0 97	291 81
0007	61509	UN-NUMBERED FILE ROD	2,500	EA	0 90	2,250 00	0 87	2,175 00	0 73	1,826 25
<b>Total of all Items</b>						<b>13,734.00</b>		<b>14,341.00</b>		<b>13,062.77</b>

**BID RESPONSE TABULATION  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**BID #: B122031  
OPEN: 09/06/2012  
2:00 PM**

Item	Product Cod	Description	Quantity	Units	Vendor 714802 DER GRAPHICS INC		Vendor. 714805 RETRIEVAL BUSINESS SYSTEM		Vendor: 714806 AMITESH, INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	61509	MANILLA	1,800	EA	0.91	1,638.00	0.87	1,567.80	0.95	1,710.00
0002	61509	RED	4,000	EA	0.91	3,640.00	0.89	3,579.60	0.99	3,960.00
0003	61509	GOLDEN ROD	3,800	EA	0.91	3,458.00	0.89	3,400.62	0.99	3,762.00
0004	61509	BLUE	500	EA	0.91	455.00	0.89	447.45	0.99	495.00
0005	61509	GREEN	1,200	EA	0.91	1,092.00	0.89	1,073.88	0.99	1,188.00
0006	61509	GRAY	300	EA	0.91	273.00	0.89	268.47	0.99	297.00
0007	61509	UN-NUMBERED FILE ROD	2,500	EA	0.91	2,275.00	0.70	1,762.50	0.74	1,850.00
<b>Total of all Items</b>						<b>12,831.00</b>		<b>12,100.32</b>		<b>13,262.00</b>

BID #: B122031  
OPEN. 09/06/2012  
2 00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 14,781

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE

Scott Merriman, Inc  
COMPANY NAME

Jeff Biggs  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jeff Biggs  
PRINTED NAME

VP  
TITLE

11212 Goodnight Ln. # 200  
CORRESPONDENCE ADDRESS

Dallas, TX 75229  
CITY, STATE ZIP CODE

75-224-9616  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

ADDENDUM'S RECEIVED #1 94 #2 \_\_\_\_\_ #3 \_\_\_\_\_

SAME  
REMIT ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

800-648-7022  
TELEPHONE NUMBER

972-484-8908  
FAX NUMBER

# BID SUMMARY SHEET

BID # B122031  
OPEN 09/06/2012  
2:00 PM

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME			VENDOR NAME			VENDOR NAME		
					Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price	
0001	61509	MANILLA	1800	EA	1.07	1926.00							
0002	61509	RED	4000	EA	1.10	4400.00							
0003	61509	GOLDEN ROD	3800	EA	1.10	4180.00							
0004	61509	BLUE	500	EA	1.10	550.00							
0005	61509	GREEN	1200	EA	1.10	1320.00							
0006	61509	GRAY	300	EA	1.10	330.00							
0007	61509	UN-NUMBERED FILE ROD	2500	EA	.83	2075.00							
Total of all Items						\$14,781.00							

BID #: B122031  
OPEN: 09/06/2012  
2:00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 14,574.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

Barbara Baker  
WITNESS

SEPTEMBER 04, 2012  
DATE

DATA FLEX BUSINESS PRODUCTS LLC  
COMPANY NAME

Art Throgmorton  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

ART THROGMORTON  
PRINTED NAME

OWNER  
TITLE

P.O. BOX 33406  
CORRESPONDENCE ADDRESS

FORT WORTH, TX 76162  
CITY, STATE ZIP CODE

75-1714807  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. BOX 33406  
REMIT ADDRESS

FORT WORTH, TX 76162  
CITY, STATE ZIP CODE

817-920-0159 / 800-430-3456  
TELEPHONE NUMBER

817-920-9019  
FAX NUMBER

ADDENDUM'S RECEIVED #1 X #2        #3

**BID #: B122031**

## CASEBINDER FILE FOLDERS

VENDOR ID 707352 DATA FLEX BUSINESS PRODUCTS LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	LTR-CBM	\$ 1.02	\$ 1,836.00
0002	61509	RED	4000	EA	LTR-CBR	\$ 1.07	\$ 4,280.00
0003	61509	GOLDEN ROD	3800	EA	LTR-CBGROD	\$ 1.07	\$ 4,066.00
0004	61509	BLUE	500	EA	LTR-CBB	\$ 1.07	\$ 535.00
0005	61509	GREEN	1200	EA	LTR-CBG	\$ 1.07	\$ 1,284.00
0006	61509	GRAY	300	EA	LTR-CBGRAY	\$ 1.07	\$ 321.00
0007	61509	UN-NUMBERED FILE ROD	2500	EA	LTR-CBROD#	\$ 0.89	\$ 2,225.00
Extended Price Total of all Item						\$ 14,574.00	

BID # B122031  
OPEN 09/06/2012  
2 00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 9,925.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

Kelly A Eschenfelder  
WITNESS

9-5-12  
DATE

TAB PRODUCTS CO, LLC  
COMPANY NAME

Betsy S  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

BETSY STREBLOW  
PRINTED NAME

VP CLIENT SERVICES  
TITLE

605 FOURTH STREET  
CORRESPONDENCE ADDRESS

MAYVILLE WI 53050  
CITY, STATE ZIP CODE

52-2390162  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

24923 NETWORK PLACE  
REMIT ADDRESS

CHICAGO IL 60673-1249  
CITY, STATE ZIP CODE

920-387-1786  
TELEPHONE NUMBER

920-387-1821  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_



# BID SUMMARY SHEET

BID #: B122031  
OPEN: 09/06/2012  
2:00 PM

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME		VENDOR NAME		VENDOR NAME	
					TAB PRODUCTS CO, LLC					
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	.7039	\$ 1267.02				
0002	61509	RED	4000	EA	.7039	\$ 2815.60				
0003	61509	GOLDEN ROD	3800	EA	.7039	\$ 2674.82				
0004	61509	BLUE	500	EA	.7039	\$ 351.95				
0005	61509	GREEN	1200	EA	.7039	\$ 844.68				
0006	61509	GRAY	300	EA	.7039	\$ 211.17				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	.7039	\$ 1759.75				
Total of all Items						\$ 9,924.99				

BID #: B122031  
OPEN: 09/06/2012  
2:00 PM

## BID SHEET

### CASEBINDER FILE FOLDERS

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 13,734.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

Ainda Munz  
WITNESS

9/4/12  
DATE

Filex Systems, Inc.  
COMPANY NAME

Jim Munz  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

TIM MUNZ  
PRINTED NAME

President  
TITLE

3624 GREENWAY DR  
CORRESPONDENCE ADDRESS

BEDFORD TX 76024  
CITY, STATE ZIP CODE

20-8332246  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

same  
REMIT ADDRESS

"  
CITY, STATE ZIP CODE

817. 494. 3890  
TELEPHONE NUMBER

tmunz01@sbcglobal.net  
FAX NUMBER  
email,

ADDENDUM'S RECEIVED #1 ☒ #2 ☐ #3 ☐

**BID #. B122031**  
**OPEN:**

**GALVESTON COUNTY, TEXAS**

VENDOR ID: 412X Systems, Inc

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	GALMAN DC	\$ .99	\$ 1,782.
0002	61509	RED	4000	EA	GALRED DC	\$ .99	\$ 3,960.
0003	61509	GOLDEN ROD	3800	EA	GALGR DC	\$ .99	\$ 3,762.00
0004	61509	BLUE	500	EA	GALBLU DC	\$ .99	\$ 495.00
0005	61509	GREEN	1200	EA	GALGRN DC	\$ .99	\$ 1,188.
0006	61509	GRAY	300	EA	GALGRAY DC	\$ .99	\$ 297.00
0007	61509	GOLDEN & UN-NUMBERED FILE ROD	2500	EA	GALGR/NO N# / DC	\$ .90	\$ 2,250.
Extended Price Total of all Item							\$ 13,734.00

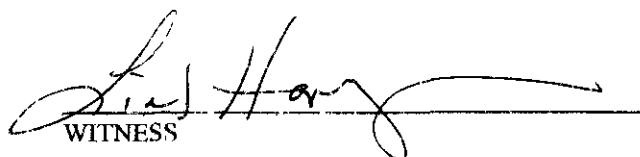
BID #. B122031  
OPEN: 09/06/2012  
2:00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

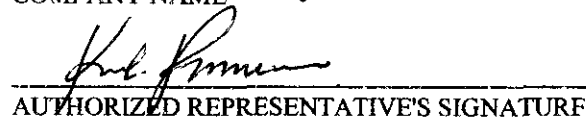
LINE ITEM TOTAL \$14,341<sup>00</sup>

OPTIONS TO RENEW 2 Extensions/1 Year Options

  
WITNESS

September 5, 2012  
DATE

Colortec Systems Inc.  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Kirk Ramsauer  
PRINTED NAME

CEO/President  
TITLE

1 Van de Graaff Drive  
CORRESPONDENCE ADDRESS

Burlington, MA 01803  
CITY, STATE ZIP CODE

04-2538837  
TAX IDENTIFICATION NUMBER (TIN/FEIN/SSN)

P.O. Box 81260  
REMIT ADDRESS

Wellesley, MA 02481-0008  
CITY, STATE ZIP CODE

508-656-1202  
TELEPHONE NUMBER

800-544-2241  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# BID SUMMARY SHEET

BID #. B122031  
OPEN: 09/06/2012  
2:00 PM

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME		VENDOR NAME		VENDOR NAME	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	0.99	1,782				
0002	61509	RED	4000	EA	1.05	4,200				
0003	61509	GOLDEN ROD	3800	EA	1.05	3,990				
0004	61509	BLUE	500	EA	1.10	550				
0005	61509	GREEN	1200	EA	1.09	1,308				
0006	61509	GRAY	300	EA	1.12	336				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	0.87	2,175				
Total of all Items						14,341				

KR

BID # B122031  
OPEN 09/06/2012  
2 00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 13,062.77 *JKL*

OPTIONS TO RENEW 2 Extensions/1 Year Options

James Jayusho  
WITNESS  
September 4, 2012  
DATE

Gomade, Inc  
COMPANY NAME  
George Doblas  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
George Doblas  
PRINTED NAME  
Project Man  
TITLE

1920 E Warner Av  
CORRESPONDENCE ADDRESS  
Santa Ana, CA 92705  
CITY, STATE ZIP CODE

PO Box 5935 #1574  
REMIT ADDRESS  
Troy, MI 48007  
CITY, STATE ZIP CODE

33-1013311  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

714 389 9600  
TELEPHONE NUMBER  
714 389 9696  
FAX NUMBER

ADDENDUM'S RECEIVED #1 VANC #2  #3

# BID SUMMARY SHEET

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

BID # B122031  
OPFN 09/06/2012  
2:00 PM

714 801 Comade, Inc

Item	Product Code	Description	Quantity	Units	VENDOR NAME		VENDOR NAME		VENDOR NAME	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
					Comade, Inc					
0001	61509	MANILA A	1800	EA	.9447	1,704.06				
0002	61509	RED	4000	EA	.9727	3,890.80				
0003	61509	GOLDEN ROD	3800	EA	.9727	3,696.26				
0004	61509	BLUE	500	EA	.9727	486.35				
0005	61509	GREEN	1200	EA	.9727	1,167.24				
0006	61509	GRAY	300	EA	.9727	291.81				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	.7305	1,826.25				
Total of all Items						13,062.77				

BID #: B122031  
OPEN: 09/06/2012  
2.00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following.

LINE ITEM TOTAL \$ 12831.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

[Signature]  
WITNESS

AUGUST 28, 2012  
DATE

DER GRAPHICS INC.  
COMPANY NAME

Mike McNeil  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

MIKE MCNEIL  
PRINTED NAME

MANAGER  
TITLE

SAME AS REMIT  
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

5534 FERRIER ST.  
REMIT ADDRESS

T.M.R., QUE., CANADA H4P 1M2  
CITY, STATE ZIP CODE

514-737-8786  
TELEPHONE NUMBER

514-342-9148  
FAX NUMBER

ADDENDUM'S RECEIVED #1  #2  #3



## BID SUMMARY SHEET

BID # B122031

OPEN 09/06/2012

2:00 PM

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME		VENDOR NAME		VENDOR NAME	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	0.91	1638.00				
0002	61509	RED	4000	EA	0.91	3640.00				
0003	61509	GOLDEN ROD	3800	EA	0.91	3458.00				
0004	61509	BLUE	500	EA	0.91	455.00				
0005	61509	GREEN	1200	EA	0.91	1092.00				
0006	61509	GRAY	300	EA	0.91	273.00				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	0.91	2275.00				
Total of all Items						12831.00				

Copy 2

BID #: B122031  
OPEN: 09/06/2012  
2:00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 12,100.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

Tony Shown  
WITNESS

9-4-12  
DATE

RETRIEVAL BUSINESS SYSTEMS, INC.  
COMPANY NAME

K.R. Shown  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

KEN Shown  
PRINTED NAME

VP  
TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

36-4053321  
TAX IDENTIFICATION NUMBER (TIN/TEN/SSN)

ADDENDUM'S RECEIVED #1 #2 #3

**Retrieval Business Systems, Inc.**  
3268 Bear Tooth Ct  
Bettendorf, IA 52722  
(800) 447-0523 fax (563) 332-9630  
www.justfiling.com retrieval@sbcglobal.net

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

BID #: B122031  
 OPEN: 09/06/2012  
 2:00 PM

# BID SUMMARY SHEET

## CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME:		VENDOR NAME:		VENDOR NAME:	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	.871	1567.80				
0002	61509	RED	4000	EA	.8949	3579.60				
0003	61509	GOLDEN ROD	3800	EA	.8949	3400.62				
0004	61509	BLUE	500	EA	.8949	447.45				
0005	61509	GREEN	1200	EA	.8949	1073.88				
0006	61509	GRAY	300	EA	.8949	268.47				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	.705	1762.18				
Total of all Items:						12100.00				

RETRIEVAL BUSINESS SYSTEMS, INC.

*KA Shivers*

BID # B122031  
OPEN: 09/06/2012  
2:00 PM

**BID SHEET**  
**CASEBINDER FILE FOLDERS**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 13,262.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

[Signature]  
WITNESS

8/29/12  
DATE

Ace Office Supplies  
COMPANY NAME

BR Kaman  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Bahul Kaman  
PRINTED NAME

President  
TITLE

631 Triumph Ct, Unit #5  
CORRESPONDENCE ADDRESS

Orlando, FL 32805  
CITY, STATE ZIP CODE

59-2522444  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

631 Triumph Ct, Unit #5  
REMIT ADDRESS

Orlando, FL 32805  
CITY, STATE ZIP CODE

407-523-6440  
TELEPHONE NUMBER

407-523-6388  
FAX NUMBER

ADDENDUM'S RECEIVED #1 ☒ #2 ☐ #3 ☐

# BID SUMMARY SHEET

BID #: B122031  
OPEN: 09/06/2012  
2:00 PM

## CASEBINDER FILE FOLDERS

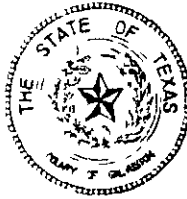
GALVESTON COUNTY, TEXAS

714806 Anitesh

Item	Product Code	Description	Quantity	Units	VENDOR NAME		VENDOR NAME		VENDOR NAME	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
					<i>Ace Office Supplies</i>					
0001	61509	MANILLA	1800	EA	0.95	1,710.00				
0002	61509	RED	4000	EA	0.99	3,960.00				
0003	61509	GOLDEN ROD	3800	EA	0.99	3,762.00				
0004	61509	BLUE	500	EA	0.99	495.00				
0005	61509	GREEN	1200	EA	0.99	1,188.00				
0006	61509	GRAY	300	EA	0.99	297.00				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	0.74	1,850.00				
Total of all Items						13,262.00				

\* Please note we cannot accept purchasing cards  
because of a 3% processing charge

\* Delivery will be 40-50 days ARO and clarification  
Signed BDKamani, PRESIDENT 8/30/12 of details



**BID#: B122031**  
**OPEN: 09/06/2012**  
**TIME: 2:00 PM**

**INVITATION TO BID  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

Sealed bids in sets of four (4), one (1) original and three (3) copies, will be received in the office of the County Purchasing Agent until **2:00 PM** on **09/06/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **2:00 PM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

**Bid# B122031 CASEBINDER FILE FOLDERS**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Bids will be either lump sum or unit prices as shown on the bid sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.) vendor is to be paid via Galveston County's normal accounts payable process.

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
Galveston County

## GENERAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS

### 1. BID PACKAGE

*The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.*

### 2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to:

Rufus G. Crowder, CPPO, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

### 3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

### 4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**5 REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**7 SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**8 EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions" and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with without exception.

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10 PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa MasterCard), please notate this in your bid submittal.

**11 TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.311E lists its requirements for tax exemptions on certain services. Contractor is cautioned that this



## GENERAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS

RIP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts whose website is <http://www.comptroller.state.tx.us>.

### 12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily 'pass through' additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

### 13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

### 14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7. Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

**15. RESULTANT CONTRACT**

The resultant contract if applicable shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days or failure to provide written reply of why no breach has occurred shall constitute a Default of Contract.

## **GENERAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials should it become necessary to contract with another source plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

### **18. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

### **19. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

### **20. ESTIMATED QUANTITIES**

Any references to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

### **21. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies.

**23. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost-price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24. REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable for the opening of bids.

**26. BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**28. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident -  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident -  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS
- C. For any injury to or destruction of property in any one accident -  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee for all employees including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

## **GENERAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS**

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center Suite 2001  
600 59<sup>th</sup> Street  
Galveston Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

### **32. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

## **GENERAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS**

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

### **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County or any person associated therewith, as an inducement for the award of a subcontract or order

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

## **35 OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**



**GENERAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**36 NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To the County at:

Hon. Mark A. Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

And to:

Rulus G. Crowder, CPPO, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

BID #: B122031  
OPEN: 09/06/2012  
TIME: 2 00 PM

## **SPECIAL PROVISIONS CASEBINDER FILE FOLDERS GALVESTON COUNTY, TEXAS**

The County of Galveston is seeking a qualified vendor to furnish casebinder file folders for use in the District Clerk's Office. The following specifications will cover folders used in the District Clerk's Office for various District Court files. All materials shall be new and shall conform with applicable standards in every case where such standards have been established for the particular material requested.

**ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY**

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price. Galveston County reserves the right to order more or less of this product.

### **QUANTITY**

The total quantity expected to be purchased under these specifications will be approximately 11,000 folders of various colors. Successful vendor should take into consideration that order quantities will vary.

### **STOCK**

All stock for these folders will be 15 point letter size.

### **COLOR**

Color coded label on end tab. Special color coding system SN-3 with bar code and year band plus letters indicating court. Special Color coded system: 0-Gold, 1-Blue, 2-Pink, 3-Purple, 4-Orange, 5-Brown, 6-Green, 7-Gray, 8-Red, 9-Black. (SEE EXHIBIT A FOR FURTHER DETAIL)

### **SIZE**

All folders will be special size: 9-1.2" x 12-1.4" back, 8 - 7.8" x 11 - 1/4" front, 14" overall including end wing.

### **REINFORCEMENT**

Double reinforced back has end wing that alternates.

### **TABS**

All folders will be straight cut top tab-round corners. Full cut side tab and top tab. End wing on right is located to left of end tab and folds to inside of folder allowing label placement on end tab.

### **SCORING**

1/4 inch expansion, standard scoring.

### **FASTENERS**

Fasteners will be 2 inch embossed. Fasteners will be attached to ear flaps that will alternate right and left, attached to the back cover. Ear flaps will be located completely inside of the folder. Ear flaps will have 1/4 inch scoring. 2" embossed fastener in end wing.

### **PRINTING**

All folders will be printed inside and outside of front cover. Copies of folders to be furnished by the District Clerk upon request. Inside printing to be alternated with ear flaps. Printed in black ink on front cover, inside front cover, and on tab. Inside print alternates with end wing. Even numbers when end wing is on left and odd numbers when end wing is on the right.

BID #: B122031  
OPEN 09/06/2012  
TIME: 2 00 PM

**SPECIAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**TABELS**

The label on the end tab will be approximately 8 inches overall and read from front to back of folder and include bar code to correspond with printed numbers with a mylar overlay. Labels to be as follows: 4 digit number horizontal (corresponds to SN-3), Year Band, Bar Code - 3 of 9 Court Letters (example CV), SN-3 - 2 large single digit - 1 double digit. SEE ATTACHED EXHIBIT A FOR LABEL.

**DELIVERY**

Delivery must be accomplished within 30-40 working days after receipt of order. All folders to be shipped F O B destination point of delivery within inside delivery. The successful vendor will be furnished samples and more complete instructions prior to printing of the folder.

Pricing will be lump sum. Price will include all freight and delivery to Galveston County.

**INVOICES**

Invoices must be submitted to

**Galveston County Auditor's Office  
Attn: Accounts Payable  
P.O. Box 1418  
Galveston, Texas 77553**

**ADDENDA**

Any interpretations, corrections or changes to the Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Galveston County Purchasing Agent. Addenda will be mailed via electronic mail to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**WARRANTY**

Successful bidder shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES**

The successful bidder shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES**

The successful bidder and Galveston County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Galveston County, Texas.

**ASSIGNMENT**

The successful bidder shall not assign, transfer or convey this contract in whole or in part without the prior written or oral consent of the Galveston County Purchasing Agent.

BID #: B122031  
OPEN: 09/06/2012  
TIME: 2:00 PM

**SPECIAL PROVISIONS  
CASEBINDER FILE FOLDERS  
GALVESTON COUNTY, TEXAS**

**SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**TERM OF CONTRACT**

The term of this contract shall be one (1) year from date of acceptance and approval of bid by the Commissioners Court with an option to continue for an additional two (2), one (1) year periods if mutually agreeable.

If during the life of the contract the successful bidder's net prices to other customers for this product awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.). The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Galveston County reserves the right to accept or reject any and all of the price re-determinations as it deems to be in the best interest of the County.

All items must be bid, or the bid may be considered non-responsive.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at the same location as stated for bidding.

Any questions regarding these specifications should be directed to the District Clerk's Office, attention Doryn Glen, District Clerk at (409) 766-2409.

EXHIBIT A

LABEL SPECIFICATIONS  
DISTRICT CLERK  
GALVESTON COUNTY

ALL FOLDERS BEGINNING NUMBER: (file type) 0000

06CR0000 through 06CR2200  
06CV0000 through 06CV1500  
06FD0000 through 06FD2900  
06JV0000 through 06JV0550  
06TX0000 through 06TX0500

ALL LABELS MUST USE SPECIAL COLOR CODED SYSTEM

COLOR CODE TABS W/WHITE NUMERALS

SPECIAL COLOR CODING SYSTEM

- 0 - GOLD
- 1 - BLUE
- 2 - PINK
- 3 - PURPLE
- 4 - ORANGE
- 5 - BROWN
- 6 - GREEN
- 7 - GRAY
- 8 - RED
- 9 - BLACK

ALL LABELS-WHITE THIS SECTION WITH BLACK LETTERING

MANILLA FOLDERS TO READ "CV"

RED FOLDERS TO READ "CR"

GOLD FOLDERS TO READ "FD"

BLUE FOLDERS TO READ "JV"

GREEN FOLDERS TO READ "TX"

ALL NUMBERED FOLDERS TO HAVE BAR CODE READABLE FROM FRONT AND BACK

2206

04



FD

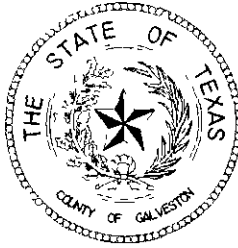
2

2

A

B

C



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM12253

**Invitation to Bid Number** B122031 Casebinder File Folders

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services)** Beginning date of execution of this Contract by latest signatory to sign and terminating October 13, 2013.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** TAB Products Co, LLC

**Awarded as to addendum(s) (if applicable):**

Addendum No 1 ( ) yes ( ) no ( ) n a  
Addendum No 2 ( ) yes ( ) no ( ) n a  
Addendum No 3 ( ) yes ( ) no ( ) n a

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor

**TAB Products Co, LLC**  
**605 Fourth Street**  
**Mayville, WI 53050**

**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3 **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4 **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

**5 Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

**6 Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7 Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

**8 Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9. Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10. Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11. Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof



**12. Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

**13 Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

**14. Validity/Enforceability** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

**15. Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

**16 Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**17. Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

**18. Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**19. Meaning of Words.** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

**20. Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the <sup>effective</sup> 5th day of October ~~SEPTEMBER~~ 2012

Contractor:

**TAB Products Co, LLC**

By: BETSY STREBLow

Betsy S

Date:

9-5-12

Galveston County

By:

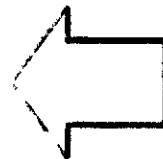
Mark A. Henry  
Mark A. Henry, County Judge

Date:

9/18/12

Attest:

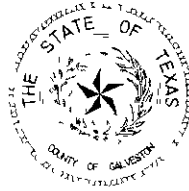
Dwight A. Sullivan  
Dwight Sullivan, County Clerk



AGENDA

ITEM

#30a2



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B122032, Self-Funded Workers Compensation Administration**

Gentlemen,

On July 26, 2012 proposals were opened for RFP #B122032, Self-Funded Workers Compensation Administration, at which time four (4) proposals were received from the following companies

- |  |                |
|--|----------------|
| • The Littleton Group – Western Division, Inc        | Austin, Texas  |
| • 1-2-1 Claims, Inc                                  | Helotes, Texas |
| • Texas Political Subdivisions, JSIF                 | Dallas, Texas  |
| • Texas Association of Counties Risk Management Pool | Austin, Texas  |

Pat Owens, Galveston County's Agent of Record, recommends that the contract be awarded to The Littleton Group – Western Division, Inc based on the ability of the administrator to deliver the services necessary to reduce both the frequency and severity of claims

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

***OWENS RISK MANAGEMENT SERVICES, INC.***

**2111 County Road 1100**

**Woodville, Texas 75979**

**Phone: 409- 283-3881**

**Fax: 409-283-3129**

**E-Mail: [peowens@hughes.net](mailto:peowens@hughes.net)**

August 23, 2012

Mr Rufus G Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston  
722 Moody - 5<sup>th</sup> Floor  
Galveston, Texas 775550

**Re: Workers Compensation Administration recommendation.**

Dear Mr Crowder,

The request for proposals process produced responses from four qualified administrators, Texas Association of Counties, 1-2-1 Claims, Texas Political Subdivisions, and The Littleton Group. I have prepared a spreadsheet that provides a detail analysis of the cost of the services provided by each administrator.

My recommendation is that the County select The Littleton Group, the incumbent, as its administrator effective October 1, 2012. The Littleton Group at \$40,227 is second to Texas Association of Counties at \$37,000 in terms of administrative cost. However, the most significant measure of administrative cost is the cost of claims incurred. My recommendation is based on the ability of the administrator to deliver the services necessary to reduce both the frequency and severity of claims. The Littleton Group has done an excellent job in reducing both the number of claims and the cost and is best positioned to do so in the future due to its client specific services and experience in working with County departments and staff.

Please let me know if any additional information is needed.

Sincerely,

Patrick E. Owens

# GALVESTON COUNTY WORKERS COMPENSATION ADMINISTRATION SPREADSHEET

ADMINISTRATOR	TEXAS ASSO. OF COUNTYS	1-2-1 CLAIMS	TEXAS POLITICAL SUBDIVISIONS	LITTLETON
Claims office	Austin	San Antonio	Houston	Austin
Annual Admin Fee	\$37,000	\$2,500	\$2,500	\$6,000
<b>CLAIM FEES</b>				
Indemnity Fee	included	\$625	\$650	\$880
8 claims cost	included	\$5,000	\$5,200	\$7,040
Medical Only Fee	included	\$125	\$115	\$150
52 claims cost	included	\$6,500	\$5,980	\$7,800
Record Only Fee	included	\$0	\$35	\$25
2 claims cost	included	\$0	\$70	\$50
Sunset/additional fees	included	Fees for life of	included	Fees for life of
not in totals for est cost	included	contract	included	contract
<b>ESTIMATED COST</b>	<b>\$37,000</b>	<b>\$14,500</b>	<b>\$13,750</b>	<b>\$20,890</b>
<b>CLAIM INVESTIGATION</b>				
On site claims investigat	included	Included	included	\$85 hr /\$ 55 mile
Subrogation \$25,000 Recov	included	included	attorney fees Est 20%	\$850 per claim
Estimated Cost	included	\$0	\$5,000	\$850
Claims for SIB's	included	Included	included	\$22 per document
Adjuster to attend DWC 10	included	\$65 per , \$650	included	\$85 hr /\$ 55 mile
Adjuster to attend CCH 10	included	\$65 per , \$650	included	\$85 hr /\$ 55 mile
<b>ESTIMATED COST</b>	<b>included</b>	<b>\$1,300</b>	<b>\$5,000</b>	<b>\$2,850</b>
<b>MED COST CONTAINMENT</b>				
Preauthorization, 36 N / 4 Dr	included	\$140 each	\$140 each	72 N / \$130 Dr each
COST	included	\$5,600	\$5,600	\$3,112
Utilization Review, #20/20hrs	included	\$45 per hr	\$150 each	\$75 each
COST	included	\$900	\$3,000	\$1,500
Nurse Case Mgt, #20/20hrs	included	\$75 per hour	\$90 per hour	\$75 each
COST	included	\$1,500	\$1,800	\$1,500
Bill Audits	included	\$7 50 per	\$8 50 per bill	\$5 50 per bill+\$1 line
Number of Bills, 1,250 cost	included	\$9,375	\$10,600	\$6,875
Number of Line, 3,500 cost	included	included	included	\$3,500
Total Bill Audit Cost	included	\$9,375	\$10,600	\$10,375
<b>ESTIMATED COST</b>	<b>included</b>	<b>\$17,375</b>	<b>\$21,000</b>	<b>\$16,487</b>
<b>SUBTOTAL ANNUAL</b>	<b>\$37,000</b>	<b>\$33,175</b>	<b>\$39,750</b>	<b>\$40,227</b>

**GALVESTON COUNTY WORKERS COMPENSATION ADMINISTRATION  
SPREADSHEET**

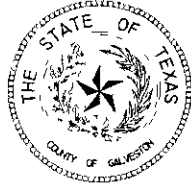
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AGENDA

ITEM

#30a3





## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 11, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: Bid #B122035, Cement Stabilized Crushed Concrete Base**

Gentlemen,

On September 6, 2012 bids were opened for Bid #B122035, Cement Stabilized Crushed Concrete Base, at which time three (3) bids were received from the following companies

- Cherry Crushed Concrete Houston, Texas
- Norvarem, S A U dba Southern Crushed Concrete, LLC Houston, Texas
- Coastal Crushed Concrete Houston, Texas

Coastal Crushed Concrete was low bid on some of the line items, but due to their "Exception to Bid", it is recommended that this bid be a split award between the following vendors

#### **VENDOR**

Cherry Crushed Concrete  
Norvarem, S A U  
dba Southern Crushed Concrete, LLC

#### **LINE ITEMS**

2, 6, 7, 9, 12, 13, 14, 16, 17, 19, 20, 21  
1, 3, 4, 5, 8, 10, 11, 15, 18

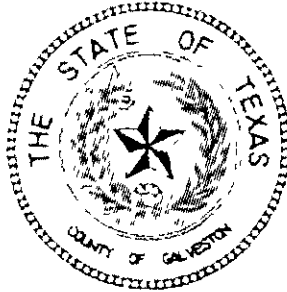
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments



**The County of Galveston**  
ROAD & BRIDGE DEPARTMENT  
5115 Highway 3  
Dickinson, Texas 77539

Layne Harding  
Road Administrator

Office 281/534-4152  
Facsimile 281/614-5073

Date September 11, 2012

To Rufus Crowder, Purchasing Agent

From Layne Harding, Road Administrator

A handwritten signature in black ink, appearing to be "L.H." or "Layne Harding".

Re **Bid# B122035 – Cement Stabilized Crushed Concrete Base**

I recommend awarding and splitting the above bid between the two low bidders, Cherry Crushed Concrete Inc and Southern Crushed Concrete LLC The award split is as follows

Cherry Crushed Concrete - Item No 2, 6, 7, 9, 12, 13, 14, 16, 17, 19, 20, 21

Southern Crushed Concrete - Item No 1, 3, 4, 5, 8, 10, 11, 15, 18

Thank you for your assistance in obtaining this bid

LH/djs

**BID RESPONSE TABULATION**  
**CEMENT STABILIZED CRUSHED CONCRETE BASE**  
**GALVESTON COUNTY, TEXAS**

BID #. B122035  
 OPEN 09/06/2012  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 410729 CHERRY CRUSHED CONCR FTE		Vendor 710551 NORVAREM, S A U		Vendor 712987 COASIAL CRUSHED CONCRETE	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN	26 58	26 58	23 45	23 45	23 59	23 59
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN	24 58	24 58	24 60	24 60	23 50	23 50
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN	24 83	24 83	24 60	24 60	22 75	22 75
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN	26 58	26 58	23 45	23 45	23 24	23 24
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN	27 58	27 58	25 85	25 85	25 75	25 75
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	30 08	30 08	32 50	32 50	28 25	28 25
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	34 08	34 08	37 00	37 00	30 25	30 25
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN	27 92	27 92	25 00	25 00	25 60	25 60
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN	25 92	25 92	26 50	26 50	25 50	25 50
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN	26 17	26 17	26 00	26 00	24 75	24 75
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN	27 92	27 92	25 00	25 00	25 25	25 25
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN	27 92	27 92	28 00	28 00	27 75	27 75
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	30 42	30 42	35 50	35 50	30 25	30 25
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	34 42	34 42	39 00	39 00	32 25	32 25
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN	29 16	29 16	27 00	27 00	27 60	27 60
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN	26 66	26 66	27 85	27 85	27 50	27 50
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN	27 16	27 16	27 85	27 85	26 75	26 75
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN	29 16	29 16	27 00	27 00	27 25	27 25
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN	29 16	29 16	29 45	29 45	29 75	29 75
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	31 66	31 66	37 00	37 00	32 25	32 25
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	35 66	35 66	41 00	41 00	34 25	34 25
Total of all Items					603.62		613.60		574.03	

BID # B122035  
OPEN 09/06/2012  
10 00 AM

## BID SHEET

### CEMENT STABILIZED CRUSHED CONCRETE BASE

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 603 <sup>62</sup>/<sub>100</sub>

OPTIONS TO RENEW 1 Extension/1 Year Options

WITNESS

DATE

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID # B122035  
OPEN 09/06/2012  
10 00 AM

## CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN		\$26.58	\$26.58
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN		\$24.58	\$24.58
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN		\$24.83	\$24.83
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN		\$26.58	\$26.58
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN		\$27.58	\$27.58
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$30.08	\$30.08
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$34.08	\$34.08
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN		\$27.92	\$27.92
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN		\$25.92	\$25.92

# LINE ITEM DETAIL

BID # B122035  
 OPEN 09/06/2012  
 10 00 AM

## CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN		\$ 26.17	\$ 26.17
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN		\$ 27.92	\$ 27.92
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN		\$ 27.92	\$ 27.92
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$ 30.42	\$ 30.42
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$ 34.42	\$ 34.42
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN		\$ 29.14	\$ 29.14
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN		\$ 26.46	\$ 26.46
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN		\$ 27.14	\$ 27.14
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN		\$ 29.14	\$ 29.14

**BID # B122035**  
**OPEN 09/06/2012**  
**10 00 AM**

# CEMENT STABILIZED CRUSHED CONCRETE BASE

**GALVESTON COUNTY, TEXAS**

**VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN		\$ 29.16	\$ 29.16
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$ 31.66	\$ 31.66
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$ 35.64	\$ 35.64
Extended Price Total of all Item \$							603.42

BID #: B122035  
OPEN: 09/06/2012  
10:00 AM

## BID SHEET

### CEMENT STABILIZED CRUSHED CONCRETE BASE

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 613.60

OPTIONS TO RENEW 1 Extension/1 Year Options

WITNESS

DATE

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_



# LINE ITEM DETAIL

BID #: B122035  
OPEN: 09/06/2012  
10:00 AM

## CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

710551

VENDOR ID 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN	002	\$ 23.45	\$ 23.45
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN	002	\$ 24.60	\$ 24.60
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN	002	\$ 24.60	\$ 24.60
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN	002	\$ 23.45	\$ 23.45
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN	002	\$ 25.85	\$ 25.85
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	002	\$ 32.50	\$ 32.50
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	002	\$ 37.00	\$ 37.00
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN	095	\$ 25.00	\$ 25.00
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN	095	\$ 26.50	\$ 26.50

LINE ITEM DETAIL

BID #: B122035  
OPEN 09/06/2012  
10:00 AM

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

VENDOR ID 408834 SOUTHERN CRUSHED CONCRETE LLC

710551

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN	095	\$ 26.00	\$ 26.00
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN	095	\$ 25.00	\$ 25.00
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN	095	\$ 28.00	\$ 28.00
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	095	\$ 35.50	\$ 35.50
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	095	\$ 39.00	\$ 39.00
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN	098	\$ 27.00	\$ 27.00
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN	098	\$ 27.85	\$ 27.85
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN	098	\$ 27.85	\$ 27.85
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN	098	\$ 27.00	\$ 27.00

**BID #: B122035**  
**OPEN: 09/06/2012**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

15011-

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN	098	\$ 29.45	\$ 29.45
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	098	\$ 37.00	\$ 37.00
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	098	\$ 41.00	\$ 41.00
						Extended Price Total of all Item	\$ 613.60

BID # B122035  
OPEN: 09/06/2012  
10:00 AM

## BID SHEET

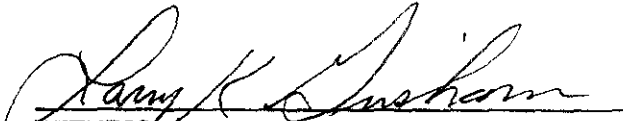
### CEMENT STABILIZED CRUSHED CONCRETE BASE

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions specifications, and inv  
to bid we submit the following.

LINE ITEM TOTAL \$ 574.03

OPTIONS TO RENEW 1 Extension/1 Year Options

  
WITNESS

9-5-12  
DATE

Coastal Crushed Concrete, LLC  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Blake E Hays  
PRINTED NAME

SR. Estimator / Management  
TITLE

9026 Lambright  
CORRESPONDENCE ADDRESS

Houston, TX 77075  
CITY, STATE ZIP CODE

36-4579149  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

9026 Lambright  
REMIT ADDRESS

Houston TX 77075  
CITY, STATE ZIP CODE

(713) 941-3232  
TELEPHONE NUMBER

(713) 941-9660  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

## CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B122035  
OPEN 09/06/2012  
10:00 AM

VENDOR ID 712987

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN		\$ 23.59	\$
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN		\$ 23.50	\$
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN		\$ 22.75	\$
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN		\$ 23.24	\$
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN		\$ 25.75	\$
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$ 28.25	\$
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$ 30.25	\$
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN		\$ 25.60	\$

# LINE ITEM DETAIL

BID #: B122035  
OPEN: 09/06/2012  
10:00 AM

## CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

VENDOR ID - 12907

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN		\$ 25.50	\$
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN		\$ 24.75	\$
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN		\$ 25.25	\$
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN		\$ 27.75	\$
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$ 30.25	\$
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$ 32.25	\$
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN		\$ 27.60	\$
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN		\$ 27.50	\$
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN		\$ 26.75	\$

**BID #: B122035**

**OPEN: 09/06/2012  
10:00 AM**

# CEMENT STABILIZED CRUSHED CONCRETE BASE

**GALVESTON COUNTY, TEXAS**

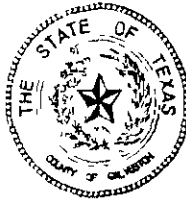
VENDOR ID 712987

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN		\$ 27.25	\$
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN		\$ 29.75	\$
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		\$ 32.25	\$
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		\$ 34.25	\$
Extended Price Total of all Items						\$	574.03

## Exceptions to Bid

1. Proposed delivery of material utilizing 18 wheeler end dumps, this proposal is only good with the use of 18 wheeler end dumps'





**BID# B122035**  
**OPEN: 09/06/2012**  
**TIME: 10:00 AM**

**INVITATION TO BID**  
**CEMENT STABILIZED CRUSHED CONCRETE BASE**  
**GALVESTON COUNTY, TEXAS**

Scaled bids in sets of four (4) one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until **10:00 AM** on **09/06/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

**Bid# B122035 CEMENT STABILIZED CRUSHED CONCRETE BASE**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse 722 Moody Avenue (21st Street), Fifth (5th) Floor Galveston, Texas.

Bids will be either lump sum or unit prices as shown on the bid sheet if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g. goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Scaled bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, C.P.P.O., C.P.P.B.  
Purchasing Agent  
Galveston County

## GENERAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS

### 1 BID PACKAGE

*the invitation to bid, general and special provisions, drawings, specifications, line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet (contract page(s)) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet (contract) under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms and conditions of the contract the successful bidder will execute with the County.*

### 2 COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to:

Rufus G. Crowder, CPPO, CPPB  
Galveston County Purchasing Agent  
722 Moody Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987  
E-mail: [rufus.crowder@gco.galveston.tx.us](mailto:rufus.crowder@gco.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

### 3 TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid, and state reason, otherwise your name may be removed from our mailing list.

### 4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**5 REJECTION OF BIDS**

The County, acting through its Commissioners' Court, reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non-responsive to the provisions contained herein.

**6 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**7 SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**8 EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, 'Exceptions to Bid Conditions', and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

**9 PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid; otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10 PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal.

**11 TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

## **GENERAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS**

RIP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us>.

### **12 PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances, Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances, Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract, the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

### **13 MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

### **14 AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to: the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed purchase order or contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

**15 RESULTANT CONTRACT**

The resultant contract if applicable shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**16 CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**17 TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice stating the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

**GENERAL PROVISIONS  
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All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract and may contract with another party with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials should it become necessary to contract with another source plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

**18 TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

**19 FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**20 ESTIMATED QUANTITIES**

Any references to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**21 CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
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**22 NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies.

**23 SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost-price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24 REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- F Evidence of collusion among bidders

**25 CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable for the opening of bids.

**26 BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27 PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**28 WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29 INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30 PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident –  
ONE HUNDRED THOUSAND AND NO 100 (\$100,000.00) DOLLARS
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident  
THREE HUNDRED THOUSAND AND NO 100 (\$300,000.00) DOLLARS
- C. For any injury to or destruction of property in any one accident  
ONE HUNDRED THOUSAND AND NO 100 (\$100,000.00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee for all employees including but not limited to full time, part time and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31 CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.



## GENERAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex - 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**.

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is in offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

### 32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

## GENERAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
- A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

### **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract or to any solicitation or bid therefore pending before this government.

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County or any person associated therewith, as an inducement for the award of a subcontract or order.

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.

35

### **OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**GENERAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**36. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed certified mail return receipt requested or may be transmitted by fax as follows:

To the County at

Hon. Mark A. Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

And to

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

**SPECIAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**SCOPE**

The County of Galveston is seeking a vendor to supply Cement Stabilized Crushed Concrete Base to various sites within Galveston County.

Awards will be based on the total sum price. In the case of errors in extensions, the unit price will prevail.

No taxes are to be added as Galveston County is exempt by statute.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a NO BID by the same time and at same location as stated for bidding.

**TERM**

The contract awarded under these specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County. Galveston County shall provide written notice of its intent to exercise its renewal option at least thirty (30) days prior to the anniversary date of the contract.

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.). The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Galveston County reserves the right to accept or reject any all of the price re-determinations as it deems to be in the best interest of the County.

**DELIVERY**

All delivery and freight charges (FOB Galveston County designated location) are to be included in the bid price.

**POINTS OF DELIVERY**

The Cement Stabilized Crushed Concrete Base is to be furnished and delivered to specific job sites as designated by the County. Delivery shall be made at the time the material is needed for road construction. When specified by the County, delivery shall be made at certain designated County job sites as indicated below:

- A. San Leon
- B. Santa Fe
- C. Dickinson
- D. Bachitt
- E. Galveston
- F. Port Bolivar
- G. High Island

**SPECIAL PROVISIONS  
CEMENT STABILIZED CRUSHED CONCRETE BASE  
GALVESTON COUNTY, TEXAS**

**COST**

The unit price per ton submitted by the bidder shall include all cost to the County including the material, delivery, current freight rate, state tax, or any other cost. The only additional cost to Galveston County that will be considered are increases in freight rates that are uncontrollable by the supplier during the period of the time of the fulfillment of the contract. If satisfactory evidence is given to the County Purchasing Agent from the freight company that freight rates did increase, the County will pay such increase. Likewise, should such freight rates decrease, credit shall be given to the County.

**REJECTION AND ACCEPTANCE OF BIDS.**

The Board of County Commissioners' reserves the right to reject any and all bids, and/or to accept the bid which is most advantageous to the County, in their opinion.

**CEMENT STABILIZED CRUSHED CONCRETE BASE**

Cement Stabilized Base Target Mix Design

Project Item 276 - Crushed Concrete Base Course (Plant Mixed)

5% Cement

74.5% - Crushed Concrete Course Aggregate

110% - Fine Aggregate

10.5% - Water

100% Total Proposed Mix Design

Project Item 276 - Crushed Concrete Base Course (Plant Mixed)

7% - Cement

72.5% - Crushed Concrete Course Aggregate

10% - Fine Aggregate

10.5% - Water

100% Total Proposed Mix Design

Project Item 276 - Crushed Concrete Base Course (Plant Mixed)

9% - Cement

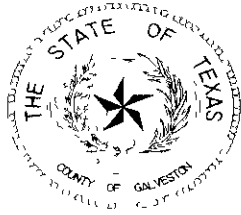
70.5% - Crushed concrete Course Aggregate

110% - Fine Aggregate

10.5% - Water

100% Total Proposed Mix Design

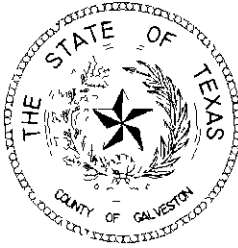
Galveston County reserves the right to random lab testing of Mix Design



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/14/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date		Vendor	Cherry Crushed Concrete				
Contract End Date	9/22/2013	Vendor No	410729	Contract No			
Description	Cement Stabilized Concrete Base						
Contract # Issued By Purchasing		CM12045		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head		
Purchasing Agent		
County Legal		
Contract listed in Budget Documentation (Yes/No)		
County Budget Office		



State of Texas

County of Galveston

### Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM12045

Invitation to Bid Number B122035 Cement Stabilized Crushed Concrete Base

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating September 22, 2013.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

**\*\*Awarded Line Items\*\***

2, 6, 7, 9, 12, 13, 14, 16, 17, 19, 20, 21

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

Contractor: Cherry Crushed Concrete,

Awarded as to addendum(s) (if applicable):

Addendum No 1	( ) yes ( ) no ( ) n a
Addendum No 2	( ) yes ( ) no ( ) n a
Addendum No 3	( ) yes ( ) no ( ) n a

Payment Bond Required ( ) yes (X) no

Performance Bond Required ( ) yes (X) no



**Notice to be Given to:**

Galveston County

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor

Cherry Crushed Concrete  
6131 Selinsky  
Houston TX 77048  
ATT John Conyer

**County and Contractor agree as follows:**

1 **Parts of Contract:** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3 **Payment for Services.** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor.** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

**5 Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

**6. Initial Term and Options to Renew** The initial term of the Contract will be as stated above Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period Each option to renew may not cover more than one (1) year The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

**7 Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

**8 Covenant Against Contingent Fees** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

**9. Subcontracting or Assignment.** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract Failure to request consent shall be grounds for termination.

**10 Novation and Change of Name Agreements** Contractor is responsible for the performance of this Contract In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11. Force Majeure** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party

13 **Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable

14 **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

15 **Governing Law** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16 **Benefit** This contract is intended to inure only to the benefit of County and Contractor This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17 **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto

18 **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19 **Meaning of Words** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise

20 **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the <sup>effective</sup> 23rd day of September, 2012

**Contractor:**

Cherry Crushed Concrete

**By:**



**Date:**

9/18/12

**Galveston County**

**By:**

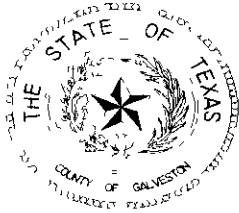
  
Mark A. Henry, County Judge

**Date:**

9/18/12

**Attest:**

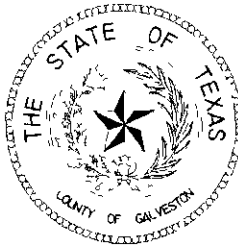
  
Dwight Sullivan, County Clerk



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/14/12	Department	Purchasing				
Renewal Contract	no	Orgkey		Object Code			
Contract Start Date		Vendor	Norvarem S A U				
Contract End Date	9/22/2013	Vendor No	710551	Contract No			
Description	Cement Stabilized Concrete Base						
Contract # Issued By Purchasing		Cm12045		Requested Legal Review		Yes _____ No <input checked="" type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Contract listed in Budget Documentation (Yes/No)		



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM12045

**Invitation to Bid Number** B122035 Cement Stabilized Crushed Concrete Base

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services)** Beginning date of execution of this Contract by latest signatory to sign and terminating September 22, 2013.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

**\*\*Awarded Line Items\*\***

1, 3, 4, 5, 8, 10, 11, 15, 18

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** Norvarem, S.A.U. dba Southern Crushed Concrete, LLC

**Awarded as to addendum(s) (if applicable):**

Addendum No 1	( ) yes ( ) no ( ) n a
Addendum No 2	( ) yes ( ) no ( ) n a
Addendum No 3	( ) yes ( ) no ( ) n a

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor

*Southern Crushed Concrete LLC.*  
*14329 Chaisman Rd*  
*Houston TX 77039*

**County and Contractor agree as follows:**

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

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**5 Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

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**9 Subcontracting or Assignment** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

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**11 Force Majeure.** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.



12. **Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

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22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the <sup>effective</sup> 23rd day of September, 2012.

**Contractor:**

Southern Crushed Concrete LLC.

**By:**

Scott Brady

**Date:**

9-5-12

**Galveston County**

**By:**

Mark A. Henry  
Mark A. Henry, County Judge

**Date:**

9/18/12

**Attest:**

Dwight D. Sullivan  
Dwight Sullivan, County Clerk

AGENDA

ITEM

#30a4



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B121028, General Construction - Llewellyn Building Renovations**

Gentlemen,

On August 28, 2012 proposals were opened for RFP #B121028, General Construction - Llewellyn Building Renovations, at which time two (2) proposals were received from the following companies

- CZS Developers, LLC                      Stafford, Texas
- Ardent Construction, LLC              Friendswood, Texas

It is recommended that you award this proposal to CZA Developers, LLC in the amount of \$337,796.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

County Architect



## MEMO

Date

Monday, September 10, 2012

**Addressed to:**

Rufus Crowder .

Galveston County Purchasing Agent

**Project:**

Llewellyn Building Renovations

General Construction .	Proposal # B121028
Elevator .	Proposal # B121029
Plumbing .	Proposal # B121030
Electric .	Proposal # B121032

**Items:**

Proposals for the Trade Contracts listed above for the Llewellyn Building Renovation were accepted August 28, 2012. Proposals were reviewed and evaluated by Dudley Anderson, County Architect, Charles Kenworthy, Facilities Manager, and Geoffrey Daenen, RLN Industries.

**Proposal # B121028:**

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the Llewellyn Building Renovations to CZS Developers, LLC in the amount of \$337,796.00 based upon being a responsive proposal and the lowest cost. This includes Alternate Items 1 and 2 to construct a staff area in the warehouse portion of the Llewellyn Building.

**Proposal # B121029:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Elevator at the Llewellyn Building Renovations to Ardent Construction, LLC in the amount of \$66,900.00 based upon being a responsive proposal and the lowest cost. This includes Alternate items 1 and 2 to provide a lower cost alternate to emergency elevator power.

**Memo Continued**

**Proposal # B121030:**

This office recommends the Galveston County Purchasing Agent request award of a contract for plumbing at the Llewellyn Building Renovations to Mitchell Chouke Plumbing, Inc in the amount of \$97,505 00 based upon being a responsive proposal and the lowest cost

**Proposal # B121032:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Electric at the Llewellyn Building Renovations to Crescent Engineering CO Inc in the amount of \$93,231 00 based upon being a responsive proposal and the lowest cost

Dudley Anderson, County Architect

**Proposal Package B121028- General Construction**

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	80	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

**Proposal Package B121028- General Construction**

[illegible]

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and The Safety record will be scored based upon all EMR below being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1 awarded 3 points, an EMR of 1 awarded 2 points, an EMR of 1 awarded 1 point, and an EMR of 1 awarded 0 points.

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	



**Proposal Package B121028- General Construction**

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
If above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1 **OWNER.** Galveston County  
2 **PROJECT:** Llewellyn Building Renovation  
3. **Architect** J Dudley Anderson  
4 **SUBMITTED BY:** Ardent Construction LLC  
Proposer Name 133 N. Friendswood  
#300  
Friendswood, TX 77546  
Proposer Address  
713-253 0046  
Proposer Phone Number  
Lbrown@ardentcs.com  
Proposer e-mail or website

5. **PROPOSAL: Proposal Package Number 1 - General Construction - RFP #B121028**

Proposal Package #1 includes Project Manual Division 1-12, Drawing sheets G1 1 G1 2, G1 3, AS1 1 AS1 2, D1 1, A0 1, A1 0, A1 1, A2 0, A2 1, A2 2, A4 1, A6 0, A6 1, A6 2, A6 3, A7 0, A8 0, A8 1, A10 1, and A10 2 Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

- A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below
- B In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
  - 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
  - 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
  - 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
  - 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor
- D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

# Llewellyn Building Renovation

6 **ADDENDA:** The undersigned acknowledges receipt of

Addenda #1 dated 08/21/2012  
Addenda # dated \_\_/\_\_/2012

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 120 calendar days

8. **BASE PROPOSAL:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Five Hundred Ninety Thousand Dollars and no/100 \$ 590,000  
(Amount written in words governs) (Amount in figures)

9. **CONTINGENCY ALLOWANCE.** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Twenty Nine Thousand Five Hundred Dollars and no/100 \$ 29,500  
(Amount written in words governs) (Amount in figures)

10. **ALTERNATE BID ITEM 1 - Certain Demolition described on sheet D1.1 and Project Manual:** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Six Thousand Dollars and no/100 \$ 6,000  
(Amount written in words governs) (Amount in figures)

11 **ALTERNATE BID ITEM 2 - Certain construction described on sheet A1.1, referenced sheets, schedules, and Project Manual** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Fifteen Thousand Dollars and no/100 \$ 15,000  
(Amount written in words governs) (Amount in figures)

12. **TOTAL:** The sum of items 8 and 9 above

Six Hundred Ninety Thousand Five Hundred Dollars & no/100 \$ 619,500  
(Amount written in words governs) (Amount in figures)

## Llewellyn Building Renovation

### 13. OH&P FOR CHANGES IN THE WORK

The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C will be set as follows

10 % Overhead

10 % Profit

Proposer's Printed Name

Ardent Construction LLC

Proposers Address

133 N. Friendswood

#300

Friendswood, Tx 77546

Proposers Phone Number

713-253-0046

Signatory's Printed Name

Larry Brown

Signatory's Position/Title

President

Seal

Signature

date

8/28/12

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges

The cost of in-place materials to be incorporated into the project in the Base Proposal

\$ 390,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal

\$ 200,000

TOTAL (Must agree with Proposal (para 8) total above)

\$ 590,000

**A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.**

**A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.**

## Llewellyn Building Renovation

### SECTION 00104

#### PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items must be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

- a) References from all or the most recent 20 previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- b) References from all or the most recent 20 previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.
- d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.
- e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **10%** of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.
- g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.
- h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.
- i) The Proposer's historic compliance with laws and codes governing construction activities. This item accounts for **5%** of the evaluation scoring.

## Llewellyn Building Renovation

NOTE The Statement of Affirmation Must Be Notarized

### STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name

Ardent Construction LLC  
133 N. Friendswood Dr. #300  
Friendswood, Tx 77546

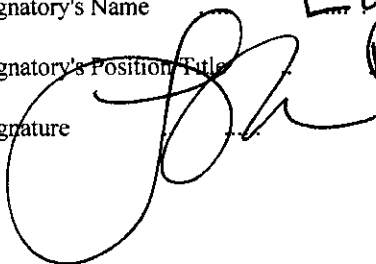
Proposers Address

Signatory's Name

Larry Brown  
President

Signatory's Position Title

Signature



date

8/28/12

Subscribed and sworn to me on this 8 day of 28 - 12

Tatiana Pottinga  
Notary Public

My Commission expires 5/21/16



NOTE THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1. **OWNER:** Galveston County  
2. **PROJECT:** Llewellyn Building Renovation  
3. **Architect** J Dudley Anderson  
4. **SUBMITTED BY:** **CZS DEVELOPERS LLC** \_\_\_\_\_  
Proposer Name  
**13955 Murphy Rd. #105** \_\_\_\_\_  
**Stafford Texas 77477**

Proposer Address

**832-250-7905** \_\_\_\_\_

Proposer Phone Number

**mz@czsdevelopers.com** \_\_\_\_\_

Proposer e-mail or website

**5. PROPOSAL: Proposal Package Number 1 - General Construction - RFP #B121028**

Proposal Package #1 includes Project Manual Division 1-12, Drawing sheets G1 1, G1 2, G1 3, AS1 1, AS1 2, D1 1, A0 1, A1 0, A1 1, A2 0, A2 1, A2 2, A4 1, A6 0, A6 1, A6 2, A6 3, A7 0, A8 0, A8 1, A10 1, and A10 2. Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual.

- A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
- B In submitting this proposal, the undersigned, agrees to the following:
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
  - 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
  - 03 Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
  - 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
  - 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C Furnish specified insurance:
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor
- D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

## Llewellyn Building Renovation

6. **ADDENDA:** The undersigned acknowledges receipt of

Addenda #1

dated

08 /21 /2012

Addenda #

dated

\_\_ / \_\_ /2012

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within Sixty Days(60) calendar days

8. **BASE PROPOSAL:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

**Two Hundred Ninety Nine Thousand Seven Hundred Sixteen** Dollars and no/100 **\$299,716.00**

(Amount written in words governs)

(Amount in figures)

9. **CONTINGENCY ALLOWANCE:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

**Fourteen Thousand Eight Hundred Eighty Two** Dollars and no/100 **\$14,882.00**

(Amount written in words governs)

(Amount in figures)

10. **ALTERNATE BID ITEM 1 - Certain Demolition described on sheet D1.1 and Project Manual:** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

**Two Thousand Eight Hundred Eighty Four** Dollars and no/100 **\$2,884.00**

(Amount written in words governs)

(Amount in figures)

11. **ALTERNATE BID ITEM 2 - Certain construction described on sheet A1.1, referenced sheets, schedules, and Project Manual:** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

**Twenty Thousand Three Hundred Fourteen** Dollars and no/100 **\$20,314.00**

(Amount written in words governs)

(Amount in figures)

12. **TOTAL:** The sum of items 8 and 9 above

**Three Hundred Fourteen Thousand Five Hundred Ninety Eight** Dollars & no/100 **\$314,598.00**

(Amount written in words governs)

(Amount in figures)



## Llewellyn Building Renovation

### 13. OH&P FOR CHANGES IN THE WORK:

The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C will be set as follows

\_ 10 \_ % Overhead

\_ 4 \_ % Profit

Proposer's Printed Name **CZS DEVELOPERS LLC**

Proposers Address **13955 Murphy Rd. #105**

**Stafford, Texas 77477** .. .. .

Proposers Phone Number **832-250-7905**

Signatory's Printed Name **Mohamed Zekkour**

Signatory's Position/Title **President**

Seal

Signature  date **08/28/2012**

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be  
incorporated into the project in the Base Proposal **\$119,240.00** \_\_\_\_\_

The cost of labor, profit, materials  
not in-place and all other charges in the Base Proposal **\$180,476.00** \_\_\_\_\_

TOTAL (Must agree with Proposal (para 8) total above) **\$299,716.00** \_\_\_\_\_

**A copy of the Proposer's completed CIQ Form that has been filed with the  
Galveston County Clerk's Office must be included with Proposer's Proposal.**

**A copy of Section 00104 Proposal Evaluation Waiver must be included with  
Proposer's Proposal.**

## **Llewellyn Building Renovation**

### **SECTION 00104**

#### **PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT**

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items must be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

- a) References from all or the most recent 20 previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- b) References from all or the most recent 20 previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.
- d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.
- e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **10%** of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.
- g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.
- h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.
- i) The Proposer's historic compliance with laws and codes governing construction activities. This item accounts for **5%** of the evaluation scoring.

## Llewellyn Building Renovation

NOTE The Statement of Affirmation Must Be Notarized.

### STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name: **CZS DEVELOPERS LLC**.....

Proposers Address **13955 Murphy Rd # 105.** .....

**Stafford, Texas 77477** .....

Signatory's Name: **Mohamed Zekkour**.....

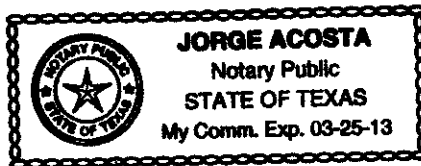
Signatory's Position/Title: **President**.....

Signature *Mohamed Zekkour* ....., date: **08/28/2012** .....

Subscribed and sworn to me on this 27 day of August 2012

*Jorge Acosta*  
Notary Public

My Commission expires 03/25/13



**NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.**

**END OF SECTION**

AGENDA

ITEM

#30a5



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B121029, Elevator - Llewellyn Building Renovations**

Gentlemen,

On August 28, 2012 proposals were opened for RFP #B121029, Elevator - Llewellyn Building Renovations, at which time one proposal was received from the following company

- Ardent Construction, LLC Friendswood, Texas

It is recommended that you award this proposal to Ardent Construction, LLC in the amount of \$66,900.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus", followed by a long horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

County Architect



## MEMO

**Date**

Monday, September 10, 2012

**Addressed to:**

Rufus Crowder

Galveston County Purchasing Agent

**Project:**

Llewellyn Building Renovations

General Construction

Proposal # B121028

Elevator

Proposal # B121029

Plumbing

Proposal # B121030

Electric

Proposal # B121032

**Items:**

Proposals for the Trade Contracts listed above for the Llewellyn Building Renovation were accepted August 28, 2012. Proposals were reviewed and evaluated by Dudley Anderson, County Architect, Charles Kenworthy, Facilities Manager, and Geoffrey Daenen, RLN Industries.

**Proposal # B121028:**

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the Llewellyn Building Renovations to CZS Developers, LLC in the amount of \$337,796.00 based upon being a responsive proposal and the lowest cost. This includes Alternate Items 1 and 2 to construct a staff area in the warehouse portion of the Llewellyn Building.

**Proposal # B121029:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Elevator at the Llewellyn Building Renovations to Ardent Construction, LLC in the amount of \$66,900.00 based upon being a responsive proposal and the lowest cost. This includes Alternate items 1 and 2 to provide a lower cost alternate to emergency elevator power.

**Memo Continued**

**Proposal # B121030:**

This office recommends the Galveston County Purchasing Agent request award of a contract for plumbing at the Llewellyn Building Renovations to Mitchell Chouke Plumbing, Inc in the amount of \$97,505 00 based upon being a responsive proposal and the lowest cost

**Proposal # B121032:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Electric at the Llewellyn Building Renovations to Crescent Engineering CO Inc in the amount of \$93,231 00 based upon being a responsive proposal and the lowest cost

Dudley Anderson, County Architect

[illegible]

Jeff Davis

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	



## Proposal Package B121029- Elevator

[illegible]

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an

Description	Rating	How the referees respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

## Proposal Package B121029- Elevator

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	80	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:** Llewellyn Building Renovation
3. **Architect:** J Dudley Anderson
4. **SUBMITTED BY:** Ardent Construction LLC  
Proposer Name  
133 N. Friendswood  
#300  
Friendswood, Tx 77546  
Proposer Address  
713-253-0046  
Proposer Phone Number  
Lbrown@ardentcs.com  
Proposer e-mail or website
5. **PROPOSAL:** Proposal Package #2 includes Project Manual Division 14 Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual
- A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below
- B In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
- 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
- 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
- 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
- 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor
- D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

6. **ADDENDA.** The undersigned acknowledges receipt of

Addenda # 1

dated

08 /21/2012

Addenda #

dated

\_ \_ / \_ \_ /2012

7. **CONTRACT TIME.** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 165 calendar days

## Llewellyn Building Renovation

8. **ALTERNATE BID ITEM 1 - All cost associated with providing a battery powered lowering kit:** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Two Thousand Dollars and no/100 \$ 2,000  
(Amount written in words governs) (Amount in figures)

9. **ALTERNATE BID ITEM 2 - All cost associated with providing a pit flood detection and operation kit**  
The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Four Thousand Dollars and no/100 \$ 4,000  
(Amount written in words governs) (Amount in figures)

10. **BASE PROPOSAL.** The undersigned agrees to perform the complete Work of this Project excluding items 8 and 9 above, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Fifty Eight Thousand Dollars and no/100 \$ 58,000  
(Amount written in words governs) (Amount in figures)

11. **CONTINGENCY ALLOWANCE:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Two Thousand Nine Hundred Dollars and no/100 \$ 2,900  
(Amount written in words governs) (Amount in figures)

12. **TOTAL:** The sum of items 10 and 11 above

Sixty Thousand Nine Hundred Dollars & no/100 \$ 60,900  
(Amount written in words governs) (Amount in figures)

13. **OH&P FOR CHANGES IN THE WORK:**

The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C will be set as follows

10 % Overhead

10 % Profit

## Llewellyn Building Renovation

Proposal package includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

Proposer's Printed Name

Ardent Construction LLC

Proposers Address

133 N. Friendswood Dr #300  
Friendswood, TX 77546

Proposers Phone Number

713.253.0046

Signatory's Printed Name

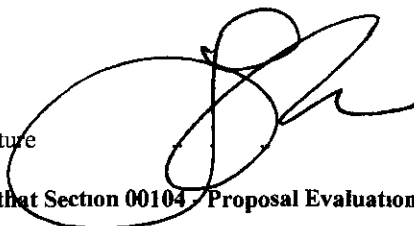
Larry Brown

Signatory's Position/Title

President

Seal

Signature



date

8/28/12

**Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form**

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal

\$ 40,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal

\$ 18,000

TOTAL (Must agree with Proposal (para 8) total above)

\$ 58,000

**A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.**

**A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal**

## Llewellyn Building Renovation

### SECTION 00104

#### PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items must be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

- a) References from all or the most recent 20 previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- b) References from all or the most recent 20 previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.
- d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.
- e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **10%** of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.
- g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.
- h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.
- i) The Proposer's historic compliance with laws and codes governing construction activities. This item accounts for **5%** of the evaluation scoring.

**Llewellyn Building Renovation**

NOTE The Statement of Affirmation Must Be Notarized

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name

Ardent Construction LLC

Proposers Address

133 N. Friendswood Dr. #300  
Friendswood, Tx. 77546

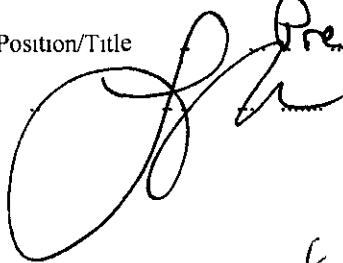
Signatory's Name

Larry Brown

Signatory's Position/Title

President

Signature



date

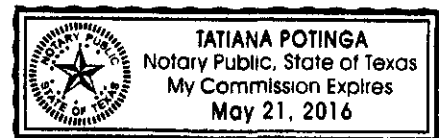
8/28/12

Subscribed and sworn to me on this 8 day of 28 - 2012

Notary Public

Tatiana Pottinga

My Commission expires 05/21/16



NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

AGENDA

ITEM

#30a6





## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B121030, Plumbing - Llewellyn Building Renovations**

Gentlemen,

On August 28, 2012 proposals were opened for RFP #B121030, Plumbing - Llewellyn Building Renovations, at which time one proposal was received from the following company

- Mitchell Chuoke Plumbing, Inc Galveston, Texas

It is recommended that you award this proposal to Mitchell Chuoke Plumbing, Inc in the amount of \$97,505.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

County Architect



## MEMO

**Date**

Monday, September 10, 2012

**Addressed to:**

Rufus Crowder

Galveston County Purchasing Agent

**Project:**

Llewellyn Building Renovations

General Construction  
Elevator  
Plumbing  
Electric

Proposal # B121028  
Proposal # B121029  
Proposal # B121030  
Proposal # B121032

**Items:**

Proposals for the Trade Contracts listed above for the Llewellyn Building Renovation were accepted August 28, 2012. Proposals were reviewed and evaluated by Dudley Anderson, County Architect, Charles Kenworthy, Facilities Manager, and Geoffrey Daenen, RLN Industries.

**Proposal # B121028:**

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the Llewellyn Building Renovations to CZS Developers, LLC in the amount of \$337,796.00 based upon being a responsive proposal and the lowest cost. This includes Alternate Items 1 and 2 to construct a staff area in the warehouse portion of the Llewellyn Building.

**Proposal # B121029:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Elevator at the Llewellyn Building Renovations to Ardent Construction, LLC in the amount of \$66,900.00 based upon being a responsive proposal and the lowest cost. This includes Alternate items 1 and 2 to provide a lower cost alternate to emergency elevator power.

**Memo Continued**

**Proposal # B121030:**

This office recommends the Galveston County Purchasing Agent request award of a contract for plumbing at the Llewellyn Building Renovations to Mitchell Chouke Plumbing, Inc in the amount of \$97,505 00 based upon being a responsive proposal and the lowest cost

**Proposal # B121032:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Electric at the Llewellyn Building Renovations to Crescent Engineering CO Inc in the amount of \$93,231 00 based upon being a responsive proposal and the lowest cost

Dudley Anderson, County Architect

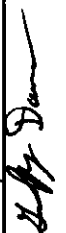
# Galveston County Llewellyn Building Renovation

Proposal Evaluation Worksheet

Evaluation Team Member

Varies

## Proposal Package B121030 - Plumbing

Evaluator Geoffrey Daenen 	Addenda Proposal Bond Proposal Info Work Comp Addenda 1	50 Base Proposal and alternate	5 References from previous contracts comparable in size and scope	5 Quality of performance with County (or other political subdivisions in County) on previous contracts	5 Quality of Proposed personnel	5 Quality of Proposed subcontractor supplier or team members personnel	5 Probability of satisfactory future maintenance repair, & service including time for emergency warranty work	5 Compliance with laws on previous contracts	5 Proposer performance record of timely completion on previous projects similar in size and scope	5 Proposer safety record including current EMR	5 Proposer history of claims litigation or arbitration with any Owner in the last 5 years	5 Participation in Pre-proposal meeting	100.00 Total Score
---	---	-----------------------------------	--	---	------------------------------------	---	--	---	--	---	--	--	-----------------------

Lowest Base proposal		\$97,505	
Alternates			
proposer Mitchell Chuoke Plumbing Co	Rating	5.00	5.00
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	Rating	5.00	5.00



## Proposal Package B121030 - Plumbing

[illegible]

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and The Safety record will be scored based upon all EMR below 1 being awarded 5 points an EMR of 1 awarded 4 points an EMR of 1.1 awarded 3 points an EMR of 1.2 awarded 2 points an EMR of 1.3 awarded 1 point and an

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	80	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1. **OWNER** Galveston County  
2. **PROJECT** Llewellyn Building Renovation  
3. **Architect** J. Dudley Anderson  
4. **SUBMITTED BY** Mitchell Chuoke  
Proposer Name  
Mitchell Chuoke Plumbing, Inc  
5801 Broadway  
Galveston, TX 77551  
Proposer Address  
409-744-4465  
Proposer Phone Number  
mitchell@chuoke.com  
Proposer e-mail or website

**5 PROPOSAL** Proposal Package #3 includes the portion of Section 0225 Minor Demolition for remodeling required for the installation of plumbing lines and fixtures, Division 23, Drawing sheets P1 0, P1 1, P2 0, P2 1, P2 2, and P3 0. Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

- A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below
- B. In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
  - 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
  - 03 Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
  - 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
  - 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C. Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor
- D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

**6 ADDENDA** The undersigned acknowledges receipt of

Addenda # 1 dated 8/21/2012  
Addenda # \_\_\_\_\_ dated \_\_\_/\_\_\_/2012

**7. CONTRACT TIME.** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 60 calendar days

## Llewellyn Building Renovation

- 8 BASE PROPOSAL** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Ninety Two Thousand - Eight Hundred Sixty Two Dollars and no/100 \$ 92,862 00  
(Amount written in words governs) (Amount in figures)

- 9 CONTINGENCY ALLOWANCE** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 7) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Four Thousand - Six Hundred Forty Three Dollars and no/100 \$ 4,643 00  
(Amount written in words governs) (Amount in figures)

- 10. TOTAL** The sum of items 8 and 9 above

Ninety Seven Thousand - Five Hundred Five Dollars & no/100 \$ 97,505 00  
(Amount written in words governs) (Amount in figures)

**11 OH&P FOR CHANGES IN THE WORK**

The overhead and profit allowable under Article 8 03 A 8 03 B, 8 03 C will be set as follows

10 % Overhead

5 % Profit



## Llewellyn Building Renovation

Proposal package includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

Proposer's Printed Name Mitchell Chuoke Plumbing, Inc

Proposers Address 5801 Broadway Galveston, TX 77551

Proposers Phone Number 409-744-4465

Signatory's Printed Name Mitchell Chuoke

Signatory's Position/Title President

Seal

Signature

date 8-28-12

**Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form**

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges

The cost of in-place materials to be  
incorporated into the project in the Base Proposal

\$ 25,962 00

The cost of labor, profit, materials  
not in-place and all other charges in the Base Proposal

\$ 66,900 00

TOTAL (Must agree with Proposal (para 8) total above)

\$ 92,862 00

**A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal**

**A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal**

## Llewellyn Building Renovation

### SECTION 00104

#### PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

- a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.
- b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.
- c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.
- d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.
- e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **10%** of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.
- g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.
- h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.
- i) The Proposer's historic compliance with laws and codes governing construction activities. This item accounts for **5%** of the evaluation scoring.

## Llewellyn Building Renovation

NOTE The Statement of Affirmation Must Be Notarized

### STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name Mitchell Chuoke Plumbing, Inc

Proposers Address 5801 Broadway Galveston, TX 77551

Signatory's Name Mitchell Chuoke

Signatory's Position/Title President

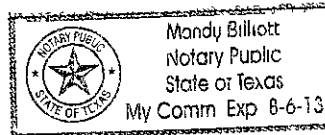
Signature \_\_\_\_\_

date 8-28-12

Subscribed and sworn to me on this 28th day of August

Mandy Billott  
Notary Public

My Commission expires 8-6-13



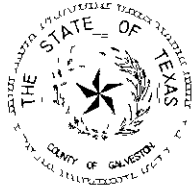
**NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**END OF SECTION**

AGENDA

ITEM

#30a7



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

### **Re: RFP #B121032, Electric - Llewellyn Building Renovations**

Gentlemen,

On August 28, 2012 proposals were opened for RFP #B121032, Electric - Llewellyn Building Renovations, at which time two (2) proposals were received from the following companies

- Ardent Construction, LLC Friendswood, Texas
- Crescent Engineering Company, Inc LaMarque, Texas

It is recommended that you award this proposal to Crescent Engineering Company, Inc in the amount of \$93,231.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachments

County Architect



## MEMO

**Date**

Monday, September 10, 2012

**Addressed to:**

Rufus Crowder

Galveston County Purchasing Agent

**Project:**

Llewellyn Building Renovations

General Construction

Elevator

Plumbing

Electric

Proposal # B121028

Proposal # B121029

Proposal # B121030

Proposal # B121032

**Items:**

Proposals for the Trade Contracts listed above for the Llewellyn Building Renovation were accepted August 28, 2012. Proposals were reviewed and evaluated by Dudley Anderson, County Architect, Charles Kenworthy, Facilities Manager, and Geoffrey Daenen, RLN Industries.

**Proposal # B121028:**

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the Llewellyn Building Renovations to CZS Developers, LLC in the amount of \$337,796.00 based upon being a responsive proposal and the lowest cost. This includes Alternate Items 1 and 2 to construct a staff area in the warehouse portion of the Llewellyn Building.

**Proposal # B121029:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Elevator at the Llewellyn Building Renovations to Ardent Construction, LLC in the amount of \$66,900.00 based upon being a responsive proposal and the lowest cost. This includes Alternate items 1 and 2 to provide a lower cost alternate to emergency elevator power.

**Memo Continued**

**Proposal # B121030:**

This office recommends the Galveston County Purchasing Agent request award of a contract for plumbing at the Llewellyn Building Renovations to Mitchell Chouke Plumbing, Inc in the amount of \$97,505 00 based upon being a responsive proposal and the lowest cost

**Proposal # B121032:**

This office recommends the Galveston County Purchasing Agent request award of a contract for Electric at the Llewellyn Building Renovations to Crescent Engineering CO Inc in the amount of \$93,231 00 based upon being a responsive proposal and the lowest cost

Dudley Anderson, County Architect


# Galveston County Llewellyn Building Renovation

Proposal Evaluation Worksheet

Evaluation Team Member

Varies

## Proposal Package B121032 - Electrical

Evaluator Geoffrey Daenen 	Addenda 1 Proposal Bond Proposal Info Work Comp	50 Base Proposal and alternate	5 References from previous contracts comparable in size and scope	5 Quality of performance with County (or other political subdivisions in County) on previous contracts	5 Quality of Proposed personnel	5 Quality of Proposed subcontractor supplier or team members personnel	5 Probability of satisfactory future maintenance repair & service including time for emergency warranty work	5 Compliance with laws on previous contracts	5 Proposer performance record of timely completion on previous projects similar in size and scope	5 Proposer safety record including current EMR	5 Proposer history of claims litigation or arbitration with any Owner in the last 5 years	5 Participation in Pre-proposal meeting	95 Total Score
---	--	-----------------------------------	--	---	------------------------------------	---	---	---	--	---	--	--	-------------------

Lowest Base proposal		\$93,231											
Alternates													
proposer	X	Rating	X	Grading									
Crescent Engineering		Score		Score	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00
proposer	X	Rating		Rating									
Ardent Construction LLC		Score		Score	5.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00	88.00
proposer		Cost		Cost									0.00
proposer		Grading		Grading									
proposer		Score		Score									0.00
proposer		Rating		Rating									0.00
proposer		Score		Score									0.00
proposer		Cost		Cost									0.00
proposer		Grading		Grading									0.00
proposer		Score		Score									0.00
proposer		Rating		Rating									0.00
proposer		Score		Score									0.00

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and the Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point and an

Description	Rating	How the references rest and
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	



## Proposal Package B121032 - Electrical

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

# Proposal Package B121032 - Electrical

Evaluator: J Dudley Anderson	Proposer Bond	Proposer Info	Work Comp	Addenda
	50	5	5	5
	Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel
	5	5	5	5
		Quality of Proposed subcontractor supplier or team members personnel	Probability of satisfactory future maintenance, repair & service including time for emergency work warranty work	Compliance with laws on previous contracts
	5	5	5	5
		Proposer performance record on previous projects similar in size and scope	Proposer safety record including current completion on previous projects similar in size and scope	Proposer history of claims litigation or arbitration with any Owner in the last 5 years
	5	5	5	5
		Participation in Pre-proposal meeting	Total Score	95

Lowest Base proposal		\$93 231											
Alternates													
Crescent Electric	Rating												
	Grading												
	Score												
Ardent Construction	Rating												
	Grading												
	Score												
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The Base Proposal Cost range is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and the Safety record will be scored based upon all EMR below | being awarded 5 points an EMR of | awarded 3 points, an EMR of | 2 awarded 2 points an EMR of | 3 awarded 1 point, and an EMR of | 4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
Not available	80	Quality work and causes the rest of the team extra effort to deal with them
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them
No	0	

## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1. **OWNER:** Galveston County  
 2. **PROJECT:** Llewellyn Building Renovation  
 3. **Architect:** J Dudley Anderson  
 4. **SUBMITTED BY:** Crescent Engineering Co, Inc dba Crescent Electric  
 Proposer Name  
 1319 First St  
 PO Box 36  
 La Marque, TX 77568  
 Proposer Address  
 4099352416  
 Proposer Phone Number  
 crescentelectric@comcast.net  
 Proposer e-mail or website

5. **PROPOSAL.** Proposal Package #5 includes the portion of Section 0225 Minor Demolition for remodeling required for the installation electrical equipment, portions of Project Manual Section 01500 requiring temporary electricity and lighting, Division 23, Drawing sheets M1 0, M2 0, and 3 0, and Drawing sheets E1 0, E1 1, E2 0, E3 0, E3 1, E4 0, and E4 1 Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below

B In submitting this proposal, the undersigned, agrees to the following

- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
- 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
- 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
- 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
- 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time

C Furnish specified insurance

- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor

D The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract

6. **ADDENDA:** The undersigned acknowledges receipt of

Addenda #1  
 Addenda #

dated  
 dated

GM ✓ 08/21/2012  
 \_\_\_/\_\_\_/2012

## Llewellyn Building Renovation

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 50 calendar days

8. **ALTERNATE BID ITEM 1 - All cost associated with providing a standby electric generator.** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Sixty One Thousand Six Hundred Fifty Dollars and no/100 \$ 61,650.<sup>00</sup>  
(Amount written in words governs) (Amount in figures)

9. **BASE PROPOSAL:** The undersigned agrees to perform the complete Work of this Project excluding item 8 above, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

Eighty Five Thousand Eight Hundred Fifty Six Dollars and no/100 \$ 85,856.<sup>00</sup>  
(Amount written in words governs) (Amount in figures)

10. **CONTINGENCY ALLOWANCE:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8 and 9) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Seven Thousand Three Hundred Seventy Five Dollars and no/100 \$ 7,375.<sup>00</sup>  
(Amount written in words governs) (Amount in figures)

11. **TOTAL:** The sum of items 9 and 10 above

One Hundred Fifty Four Thousand Eight Hundred Eighty One Dollars & no/100 \$ 154,881.<sup>00</sup>  
(Amount written in words governs) (Amount in figures)

12. **OH&P FOR CHANGES IN THE WORK:**

The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C will be set as follows

8 % Overhead

7 % Profit

## Llewellyn Building Renovation

Proposal package includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

Proposer's Printed Name Crescent Engineering Co Inc dba Crescent Electric

Proposers Address 1319 First St.  
PO Box 36  
La Marque, TX 77568

Proposers Phone Number 409 935 2416

Signatory's Printed Name Grady Mack

Signatory's Position/Title President  
Texas Corporation

Seal

J Carlisle Smith  
Vice President

Signature Grady Mack  
J Carlisle Smith

date 8-28-12

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be  
incorporated into the project in the Base Proposal

\$ 32,625.28

The cost of labor, profit, materials  
not in-place and all other charges in the Base Proposal

\$ 53,230.72

TOTAL (Must agree with Proposal (para 8) total above)

\$ 85,856.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

## Llewellyn Building Renovation

NOTE The Statement of Affirmation Must Be Notarized

### STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name Crescent Engineering Co Inc dba Crescent Electric  
Proposers Address 1319 First St. PO Box 36  
La Marque, TX 77568

Signatory's Name Grady Mack

Signatory's Position/Title President

Signature [Signature]

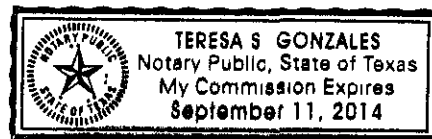
J Carlisle Smith  
Vice President

date 8-28-12  
8-28-12

Subscribed and sworn to me on this 28<sup>th</sup> day of August 2012

[Signature]  
Notary Public

My Commission expires 9-11-2014



NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

# CRESCENT

Since 1946

---

Quality Work by Qualified Workers

August 24, 2012

Mr Rufus Crowder  
Galveston County Purchasing Department

We appreciate the opportunity to quote you on the following scope of work for the addition of electrical systems to the Lewellen building. The scope is as follows:

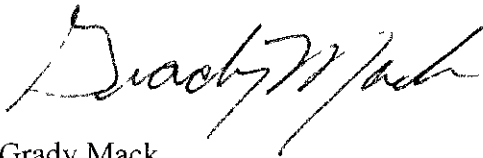
- a. Install feeders as indicated on the drawings
- b. Install branch circuit trunk conduits and MC cable for branch circuit power and lighting
- c. Install devices as indicated on drawings
- d. Install gear as indicated on drawings
- e. Install disconnect switches for A/C and elevator as required by NEC
- f. Saw cut North wall line of proposed generator room and modify window opening to receive fresh air intake exhaust louvers
- g. Install wall bracing to picture frame wall line that has been cut and modified
- h. **Design and install air intake shroud from louvers to generator radiator**
- i. Install battery charger and block heater circuit **(not indicated on drawings)**
- j. Provide submittals and red lined drawings for the project
- k. Provide grounding as per NEC
- l. Install emergency feeder from transfer switch to emergency panel
- m. Install feeder from main switch gear to transfer switch
- n. Provide and install 100 amp 120/208 volt transfer switch
- o. Provide labels for all gear and panels
- p. Install natural gas line from location of new gas meter on South side of building to area of new generator
- q. **An adder for an exhaust fan for exhausting heat from the generator room will be an adder to the base bid if desired by the County. The adder is \$3,435.00. The scope is not covered in the bid documents but based on the generator submittal data will be required for a quality installation.**

**Please review the items in bold print.**

Clarifications

- 1 All work quoted based on normal work hours
- 2 Elevator equipment provided by others
- 3 HVAC equipment provided by others
- 4 All starters and VFD's for HVAC equipment will either be intragal to the equipment or furnished by others (None indicated on the electrical drawings)
- 5 All control wiring by others
- 6 All data/ phone wiring by others (rough in by Crescent)
- 7 **Installation of gas meter and supply from gas company by others.**

Thank you,

A handwritten signature in black ink, appearing to read "Grady Mack", written in a cursive style.

Grady Mack



## Llewellyn Building Renovation

### SECTION 00103 PROPOSAL FORM

1. OWNER.
2. PROJECT.
3. Architect

Galveston County  
Llewellyn Building Renovation  
J. Dudley Anderson

4. SUBMITTED BY:

Ardent Construction LLC  
Proposer Name  
133 N. Friendswood Dr #300  
Friendswood, Tx 77546

Proposer Address  
713.253.0046

Proposer Phone Number  
LBrown@ardentcs.com  
Proposer e-mail or website

5. **PROPOSAL** Proposal Package #5 includes the portion of Section 0225 Minor Demolition for remodeling required for the installation electrical equipment, portions of Project Manual Section 01500 requiring temporary electricity and lighting, Division 23, Drawing sheets M1 0, M2 0, and 3 0, and Drawing sheets E1 0, E1 1, E2 0, E3 0, E3 1, E4 0, and E4 1. Proposal package also includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual.

- A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 7, 2012 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
- B. In submitting this proposal, the undersigned, agrees to the following:
  01. Hold the proposal open for acceptance for 60 days from the submission of Proposal
  02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
  03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
  04. Enter into and execute a Contract if awarded on the basis of the Base Proposal and selected Alternate Proposals, if any
  05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C. Furnish specified insurance:
  01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor
- D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA.** The undersigned acknowledges receipt of

Addenda #1  
Addenda #

dated  
dated

08/21/2012  
\_\_\_/\_\_\_/2012

# Llewellyn Building Renovation

7 **CONTRACT TIME**· Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 120 calendar days

8. **ALTERNATE BID ITEM 1 - All cost associated with providing a standby electric generator.** The undersigned agrees the complete Work of this Alternate, for the lump sum price of

Fifty Three Thousand Dollars and no/100 \$ 53,000  
(Amount written in words governs) (Amount in figures)

9 **BASE PROPOSAL**· The undersigned agrees to perform the complete Work of this Project excluding item 8 above, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance)

One Hundred Six Thousand Dollars and no/100 \$ 106,000  
(Amount written in words governs) (Amount in figures)

10. **CONTINGENCY ALLOWANCE** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8 and 9) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Five Thousand Three Hundred Dollars and no/100 \$ 5300  
(Amount written in words governs) (Amount in figures)

11. **TOTAL:** The sum of items 9 and 10 above

One Hundred Eleven Thousand Dollars & no/100 \$ 111,300  
(Amount written in words governs) Three Hundred (Amount in figures)

12. **OH&P FOR CHANGES IN THE WORK**·

The overhead and profit allowable under Article 8 03 A, 8 03 B, 8 03 C will be set as follows

10 % Overhead

10 % Profit

## Llewellyn Building Renovation

Proposal package includes the Proposal Documents, Agreement Between Galveston County and Contractor, the General Terms and Conditions of the Agreement, and Division 1 from the Project Manual

Proposer's Printed Name

Ardent Construction LLC

Proposers Address

133 N. Friendswood Dr #300  
Friendswood, TX 77546

Proposers Phone Number

713.253.0046

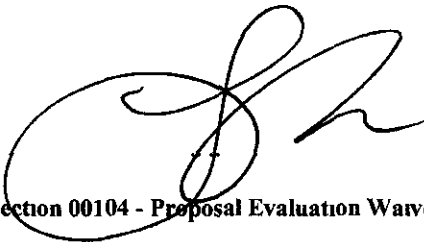
Signatory's Printed Name

Jerry Brown  
President

Signatory's Position/Title

Seal

Signature



date

8/28/12

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

### STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges

The cost of in-place materials to be incorporated into the project in the Base Proposal

\$ 64,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal

\$ 42,000

TOTAL (Must agree with Proposal (para 8) total above)

\$ 106,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal

## Llewellyn Building Renovation

### SECTION 00104

### PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Evaluation Form attached for information only in Section 00300.

- a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County (include Entity name, individual Entity contact, current phone numbers, project size, etc.) This item accounts for **5%** of the evaluation scoring.
- c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.
- d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.
- e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **10%** of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.
- g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.
- h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.
- i) The Proposer's historic compliance with laws and codes governing construction activities. This item accounts for **5%** of the evaluation scoring.

## Llewellyn Building Renovation

NOTE The Statement of Affirmation Must Be Notarized

### STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal

Proposer's Name .

Ardent Construction LLC

Proposers Address

133 N. Friendswood #300  
Friendswood, Tx 77546

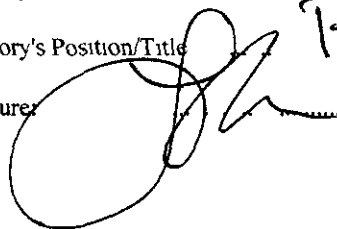
Signatory's Name

Larry Brown

Signatory's Position/Title

President

Signature:



date

8/28/12

Subscribed and sworn to me on this

8

day of

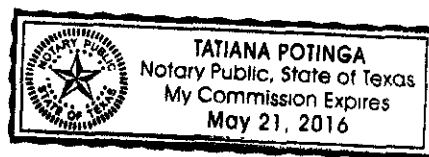
28 - 2012

Notary Public

Tatiana Pottinga

My Commission expires

5/21/16



**NOTE. THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.**

**END OF SECTION**

AGENDA

ITEM

#30b1



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB  
PURCHASING AGENT

GWEN MCLAREN, CPPB  
ASST PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston Texas 77550  
(409) 770-5371

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**Re: RFP #B121031, Air Conditioning – Llewellyn Building Renovations**

Gentlemen,

On August 28, 2012, proposals were scheduled to be opened for RFP #B121031, Air Conditioning – Llewellyn Building Renovations at which time, no proposals were received

It is recommended that this proposal be cancelled and authorize the Purchasing Agent to re-bid and/or utilize a Cooperative Purchasing process to procure this service

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

AGENDA

ITEM

#30c





THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB  
PURCHASING AGENT

GWEN MCLAREN, CPPB  
ASST PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

September 10, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re Purchase of PowerEdge M610 Blade Servers for the Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, and that authorization be granted to the Purchasing Agent to utilize the Department of Information Resources (DIR) to procure the following

- **Six (6) PowerEdge M610 Blade Servers**

These servers are needed for virtualization load balancing/failover between Galveston and the EMF, in addition to virtualization of upgraded MS Exchange

The vendor of choice is Dell, who provided the lowest quote for the requested items

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

Attachments

## McCullough, Darla

---

**From** Allen, JJ  
**Sent** Wednesday, September 05, 2012 2 13 PM  
**To** Crowder, Rufus  
**Cc** McCullough, Darla  
**Subject** FW: CR211519 Quotes

Rufus,

Could you please put this on the agenda for DIR Pricing exemption from RFP? The Servers are in the amount of \$50,273.82. The servers are needed for virtualization load balancing/failover between Galveston and the EMF, in addition to virtualization of upgraded MS Exchange. I have attached the backup that Erin had done.

Thank you,  
JJ

-----Original Message-----

From: Quiroga, Erin  
Sent: Thursday, August 30, 2012 10:53 AM  
To: Perez, Claudia A  
Subject: FW: CR211519 Quotes

Hey Claudia,

The total amount for this PO will be over \$50,000.00. That being said, this will need to be placed on Commissioner's Court for approval before I am able to issue a PO. The needed by date on the requisition states 09/14/12, unless there is a special session on 08/11/12, this will need to be put on the 08/16/12 agenda for approval. Is that going to be a problem for you?

Please let me know.

Thank You,  
Erin Quiroga  
Senior Buyer  
722 Moody, 5th Floor  
Galveston, TX 77550  
P-409-770-5391  
F-409-766-2521

-----Original Message-----

From: Michaels, Lauren  
Sent: Thursday, August 30, 2012 8:28 AM  
To: Quiroga, Erin  
Subject: FW: CR211519 Quotes

Erin,

We would like to go with Dell.

Thanks,

-----Original Message-----

From: Perez, Claudia A  
Sent: Wednesday, August 29, 2012 6:24 PM  
To: Allen, JJ  
Subject: RE: CR211519 Quotes

Dell's option is better on this one. Specs look ok.

Claudia

-----Original Message-----

From: Allen, JJ  
Sent: Wednesday, August 29, 2012 5:56 PM  
To: Perez, Claudia A  
Subject: FW: CR211519 Quotes

-----Original Message-----

From: Quiroga, Erin  
Sent: Wednesday, August 29, 2012 4:48 PM  
To: IT-Admin  
Subject: CR211519 Quotes

Good Afternoon,  
Please see attached quotes for CR211519 and let me know.

XNET - Non responsive

Thank You,  
Erin Quiroga  
Senior Buyer  
722 Moody, 5th Floor  
Galveston, TX 77550  
P-409-770-5391  
F-409-766-2521

**QUOTATION**

<b>Quote #</b>	<b>630087523</b>
<b>Customer #</b>	<b>000221251</b>
<b>Contract #</b>	<b>48ABO</b>
<b>Customer Agreement #</b>	<b>DIR-SDD-890-TX</b>
<b>Quote Date</b>	<b>08/24/2012</b>
<b>Customer Name</b>	<b>COUNTY OF GALVESTON</b>

Date 08/24/2012

Thanks for choosing Dell! Your quote is detailed below, please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

**Sales Professional Information**

<b>SALES REP</b>	<b>JOHN KLINE</b>	<b>PHONE</b>	<b>1800 8793355</b>
<b>Email Address</b>	<b><a href="mailto:andrew_wilhelm@deli.com">andrew_wilhelm@deli.com</a></b>	<b>Phone Ext</b>	<b>80000</b>

**GROUP 1 QUANTITY: 6 SYSTEM PRICE: \$8,378.97 GROUP TOTAL \$50,273.82**

Base Unit	PowerEdge M610 Blade Server, 56XX Processors (224 8593)	1
	Dell OpenManage Kit for PowerEdge M610 Blade Server (330-3576)	1
	Shipping Material, Individual Blade PowerEdge M610 (330 3577)	1
	Users Guide, PowerEdge M-Series Blades (330-4117)	1
	192GB Memory (12x16GB) 1333MHz 2R RDIMMs for 2 Processors, Optimized (317-6138)	1
	Intel Xeon X5670, 2 93Ghz 12M Cache,Turbo, HT, 1333MHz Max Mem (317 4106)	1
	Processor Heatsink, One Required per Processor (317-0354)	1
	Processor Heatsink, One Required per Processor (317-0354)	1
	Intel Xeon X5670, 2 93Ghz, 12M Cache,Turbo HT, 1333MHz Max Mem (317-4118)	1
	500GB 7 2K RPM Near-Line SAS 6Gbps 2.5in HotPlug Hard Drive (342 0428)	1
	No Operating System (420-6320)	1
	Onboard Broadcom 5709 Dual Port 1GbE NIC, with TOE (430 3439)	1
	Broadcom 5709 Dual Port GbE I/O Card for M-Series Blades (430-3186)	1
	Qlogic QME2572 8Gbps Fibre Channel I/O Card for M Series Blades (430-3210)	1
	500GB 7 2K RPM Near-Line SAS 6Gbps 2.5in HotPlug Hard Drive (342-0428)	1
	No Operating System Media Kit (420-1908)	1
	Add in PERC6/i with battery supporting 2 HDs SAS or SSD RAID 1 Mirror (341-9582)	1
	PERC 6/i RAID Controller Card 256MB Cache, w/ Battery M-Series Blade Servers (341-9583)	1
	Dell ProSupport For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355 (989 3439)	1
	Pro Support Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (992-5062)	1
	ProSupport 7x24 HW / SW Tech Support and Assistance 3 Year (992 5102)	1
	Pro Support Next Business Day Onsite Service After Problem Diagnosis, Initial Year (992-8990)	1
	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993 6877)	1
	Dell Hardware Limited Warranty Extended Year (993 6878)	1
	On-Site Installation Declined (900-9997)	1

Proactive Maintenance Service Declined (926-2979)	1
Users Guide, Qlogic QME2572 FC8 HBA for M-Series Blades (330-1588)	1
iDRAC6 Enterprise (313-8744)	1

<b>*Total Purchase Price*</b>	<b>\$50,273.82</b>
Product Subtotal	\$50,273.82
Tax	\$0.00
Shipping & Handling	\$0.00
State Environmental Fee	\$0.00
Shipping Method	LTN 5 DAY OR LESS

(\* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by COUNTY OF GALVESTON for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell EMC and EMC-branded products, PowerVault ML6000 tape libraries, non Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

All information supplied to COUNTY OF GALVESTON for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).



CR211519

Pricing Proposal  
Quotation # 5779174  
Reference # CR211519  
Created On 8/24/2012  
Valid Until 8/31/2012

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**GALVESTON CO**

---

**Erin Quiroga**  
722 MOODY 202  
ATTN: ACCOUNTS PAYABLE  
GALVESTON, TX 77550  
United States  
Phone (409) 770 5391  
Fax (409) 766 2521  
Email Erin.Quiroga@co.galveston.tx.us

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**Inside Account Manager**

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**Meghan Reedy**  
1301 South Mo-Pac Expressway  
Suite 375  
Austin TX 78746  
Phone 1-800-870-6079  
Fax 512-732-0232  
Email Meghan\_Reedy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge M610 Blade Server 56XX Processors Dell Part# 224-8593 Note DIR SDD-890	6	\$9,400.90	\$56,405.40
Total			\$56,405.40

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**Additional Comments**

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Base Unit  
PowerEdge M610 Blade Server 56XX Processors (224-8593)

Processor  
Shipping Material Individual Blade, PowerEdge M610 (330-3577)

Processor  
Dell OpenManage Kit for PowerEdge M610 Blade Server (330-3576)

Processor  
Users Guide PowerEdge M-Series Blades (330-4117)

Memory  
192GB Memory (12x16GB) 1333MHz 2R RDIMMs for 2 Processors, Optimized (317-6138)

Video Card  
Intel Xeon X5670 2 93Ghz, 12M Cache, Turbo HT, 1333MHz Max Mem (317-4106)

Video Memory  
Intel Xeon X5670 2 93Ghz 12M Cache, Turbo, HT 1333MHz Max Mem (317-4118)

Video Memory  
Processor Heatsink, One Required per Processor (317-0354)

Video Memory  
Processor Heatsink One Required per Processor (317-0354)

Hard Drive  
250GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8725)

Operating System  
No Operating System (420-6320)

Mouse  
Onboard Broadcom 5709 Dual Port 1GbE NIC, with TOE (430-3439)

NIC

Broadcom 5709 Dual Port GbE I/O Card for M-Series Blades (430-3186)

Modem

Qlogic QME2572 8Gbps Fibre Channel I/O Card for M-Series Blades (430-3210)

Additional Storage Products

250GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8725)

Software Disk Two

No Operating System Media Kit (420-1908)

Feature

Add-in SAS6/IR supporting 2HDs SAS RAID 1 Mirror (341-8854)

Feature

SAS6/IR Hard Drive Controller Card For M-Series Blade Servers (341-5690)

Service

Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2Year Extended (992-4842)

Service

Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (992-8770)

Service

Dell Hardware Limited Warranty Extended Year (993-6878)

Service

Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-6877)

Service

DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEED (993-6869)

Service

Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)

Installation

On Site Installation Declined (900-9997)

Support

Proactive Maintenance Service Declined (926-2979)

Service Two

Proactive Maintenance Service Declined (926-2979)

Misc

Users Guide, Qlogic QME2572 FC8 HBA for M-Series Blades (330-1588)

iDRAC6 Enterprise (313-8744)

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer*

AGENDA

ITEM

#30d1-4





## THE COUNTY OF GALVESTON

**RUFUS CROWDER CPPO, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

September 13, 2012

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re Request for Professional Service Exemptions

Gentlemen,

It is requested that the Commissioners' Court grant exemptions as referenced in Local Government Code section 262.024, Discretionary Exemptions, item (a), sub-item (4) a personal or professional service, from the competitive bid requirement(s) as referenced in Local Government Code section 262.023, Competitive Requirements for Certain Purchases for the following services

- Arbitrage Rebate and Yield Restriction Services
- Financial Advisory Services
- Cost Allocation Plan Services
- Auditing and Related Services

It is further requested that authorization be granted to issue a Request for Qualification (RFQ) for the aforementioned services

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

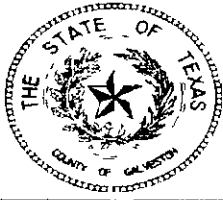
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Rufus Crowder, CPPO, CPPB  
Purchasing Agent County of Galveston

AGENDA

ITEM

#31a



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

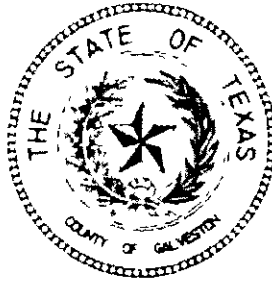
Date of Request	9/11/12	Department	Road & BRIDGE				
Renewal Contract		Orgkey	2602	Object Code			
Contract Start Date	1/1/12	Vendor	Texas General Land Office				
Contract End Date	9/30/13	Vendor No	404516	Contract No			
Description	Beach Maintenance Reimbursement Program						
Contract # Issued By Purchasing		CM12285		Requested Legal Review		Yes _____ No <u>X</u>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
	2602						
Totals		-	-	-	-	-	-
Total Cost							

Approved By	Date	Signature
Department Head	9/12/12	<i>Layne Hardy</i>
Purchasing Agent	9-12-2012	<i>[Signature]</i>
County Legal		

Contract listed in Budget Documentation (Yes/No)

County Budget Office

N/A (Reimbursement)



## The County of Galveston

ROAD & BRIDGE DEPARTMENT

5115 Highway 3

Dickinson, Texas 77539

Layne Harding  
Road Administrator, Director ~ Beach

Office 281/534-4152  
Facsimile 409/765-3247

### MEMORANDUM

**TO:** Patricia Grady  
Legal Liaison

**FROM:** Layne Harding  
Road Administrator, Director ~ Beach

**DATE:** September 11, 2012

**RE** General Land Office Contract Renewal  
Beach Maintenance Reimbursement Program – FY 2013

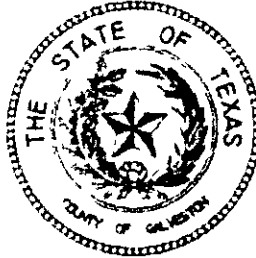
Please find the attached proposed contract for the 2013 Beach Maintenance Reimbursement Program with the General Land Office. The total estimated expenditures for 2013 are \$1,521,550. Two-thirds (\$1,014,265) of the total estimated expenditures are eligible for reimbursement. I am requesting that this item be submitted to Commissioners' Court on the next agenda for approval.

I will need the application with original signatures returned to my office. If additional information is needed, please contact me at 281/534-4152.

*LH/djs*

Enclosures      2013 Contract proposal

# Resolution



County of Galveston

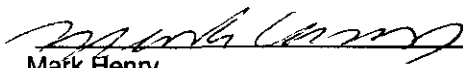
State of Texas

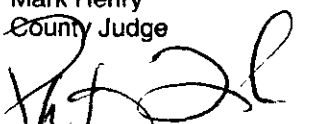
BE IT REMEMBERED at a meeting of the Commissioner's Court of Galveston County, Texas, held on the 18th day of September, 2012 On motion made by Kevin O'Brien, Commissioner of Precinct, 2 and seconded by Patrick Doyle, Commissioner of precinct 1, the following Resolution was adopted

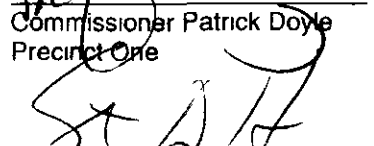
WHEREAS, the Texas General land Office required that the Galveston County Commissioners' Court be authorized to make the application for funds and also be vested with full authority to act for all other purposes in connection with the beach cleaning agreement covering the beach on Bolivar Peninsula.

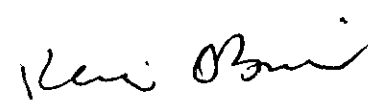
NOW, THEREFORE, be it resolved that the Commissioners' Court of Galveston County, Texas vests its highest administrative official, the County Judge with full authority to make application for funds and to act for all other purposes in the agreement between the County of Galveston and the Texas General Land Office, said agreement being known as the Beach Cleaning and Maintenance Assistance Agreement for the year FY-2013

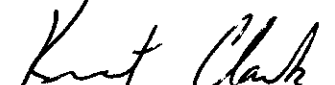
SIGNED this 18th day of September, 2012

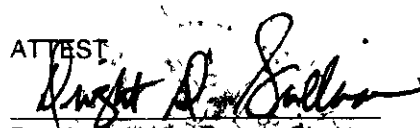
  
Mark Henry  
County Judge

  
Commissioner Patrick Doyle  
Precinct One

  
Commissioner Stephen Holmes  
Precinct Three

  
Commissioner Kevin O'Brien  
Precinct Two

  
Commissioner Ken Clark  
Precinct Four

ATTEST:  
  
Dwight Sullivan, County Clerk  
[Type text],



**Application for State Assistance in Cleaning  
and Maintaining Public Beaches for Fiscal Year 2013  
Beginning September 1, 2012**

Texas General Land Office  
Jerry Patterson, Commissioner  
P O Box 12873  
Austin, Texas 78711-2873

City or county making application (applicant)
Galveston County Road & Bridge - Beach Maintenance
Name and address of administrative body responsible for beach cleaning
Galveston County Road & Bridge - Beach Maintenance 5115 Highway 3 Dickinson, TX 77539
Name, organization, and title of official with day-to-day responsibility for project
Galveston County Road & Bridge - Beach Maintenance Layne Harding, Road Administrator
Name, address and title of official authorized to receive state reimbursement
Galveston County Road & Bridge - Beach Maintenance Layne Harding, Road Administrator 5115 Highway 3 Dickinson, TX 77539

The applicant understands and agrees that the requirements set forth in Section 61 069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following

- 1 The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean (OBA §61 069 (1))
- 2 The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes (OBA §61 069 (2))
- 3 The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office (OBA §61 069 (3))
- 4 The applicant provides free entrance to all public beaches within its jurisdiction (OBA §61 069 (4))
- 5 The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities (OBA §61 069 (5))

# Application for State Assistance in Cleaning and Maintaining Public Beaches

Page 2

Total linear feet of beach to be cleaned	136,959	
1 Equipment rental, litter and debris removal		\$ 560,000
2 Labor, litter and debris removal		\$282,808
3 Signs, litter-related		
4 Supervision, litter and debris removal		\$33,913
5 Solid waste collection and disposal, including purchase of containers		\$152,324
6 Portable toilet rental and servicing		\$47,187
7 Barnacles, bollards, and traffic signs		\$11,231
8 Lifeguard expenses		
9 Litter patrol expenses		
10 Beach patrol expenses		\$411,823
11 Administration		\$22,264
TOTAL		\$ 1,521,550

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61.076 of the Texas Natural Resources Code) \$ 1,014,265.00

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program.

Supporting documents (The application is incomplete unless the following documents are included)

Mark the applicable box as the corresponding document is included with the application

- ☒ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program
- ☒ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therein
- ☐ A site plan of applicant's beach park which meets the minimum requirements established by the state
- ☐ A certified copy of documentation establishing a beach park board or like body
- ☒ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection
- ☒ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program
- ☒ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program. Receptacles for recyclables are suggested, but not required.
- ☒ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator and which includes portable toilets, if provided
- ☒ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach

Galveston County Road & Bridge - Beach Maintenance

Applicant

acting by and through County Judge hereunto  
Official

duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions

9/18/12

Date

by

Name and Title


GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT  
STATEMENT REGARDING  
BEACH ACCESS AND DUNE COMPLIANCE  
FY 2013 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges that the regulations governing the beach cleaning and maintenance is consistent with the Beach Dune Plan as found in 31 Texas Administrative Code (TAC) Section 15.8. The Galveston County Road & Bridge Department - Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this 18th day of September 2012.

  
Mark Henry, County Judge

SEAL

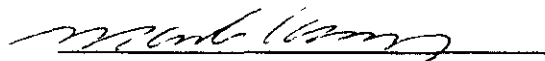
  
Dwight Sullivan, County Clerk



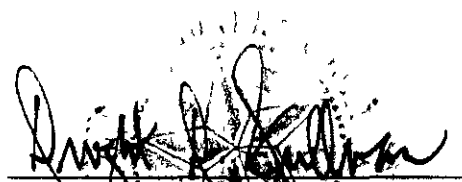

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT  
STATEMENT REGARDING  
BEACH USER FEES, BEACH ACCESS AND DUNE PROTECTION PLAN  
FY 2013 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges the regulations governing the fees collected from beach users as found in 31 Texas Administrative Code (TAC) Section 15.8. The Galveston County Road & Bridge Department - Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this 18th day of September 2012.

  
Mark Henry, County Judge

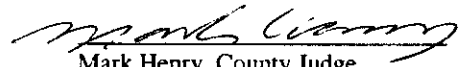
SEAL

  
Dwight Sullivan, County Clerk  



GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT  
STATEMENT REGARDING  
TRASH RECEPTACLES FY 2013  
MAINTENANCE GRANT ACCEPTANCE

The Galveston County Road & Bridge – Beach Maintenance Department will provide approximately **189** trash receptacles from May to September; **164** trash receptacles January to April and **164** trash receptacles October to December along the County beaches which will be maintained by our Beach Maintenance Department throughout the grant period. The Galveston County Road & Bridge – Beach Maintenance Department staff will empty these receptacles on a regularly scheduled basis and additionally as needed.

PASSED AND APPROVED this 18th day of September 2012

  
Mark Henry, County Judge

SEAL

  
Dwight Sullivan, County Clerk

# RESOLUTION

**WHEREAS**, The County of Galveston has maintained a policy of renting certain equipment and machinery owned by the County of Galveston upon a stipulated rental basis:  
**NOW, THEREFORE BE IT RESOLVED** by the County of Galveston Commissioners' Court, the rental equipment of the County of Galveston, excluding qualified operators shall be as follows to wit:

Equipment Rental Table – FY 2013			
Vehicle Type	Description - Size		Hourly Rate
Police Package Utility Vehicle	4 door & 2 door		12 00
Pick-up	2007 Ford Pick-up F 350 (4x4) - 1 ton		12 50
Pick-up	2007 Ford Pick-up F 350 (4x4) - 1 ton		13 00
Pick-up	2000 Ford Pick-up F250 - ½ ton		11 00
Pick-up	2006 Ford Pick-up F 350 (4x4) – 1 ton		12 50
Dump Trucks	2003 Ford F 750 - 156 hp		20 50
Dump Truck	2009 F-760 – 156 hp		21 00
Water Truck	1990 Ford F 700 - 210 hp		21 00
Dump Truck	2008 F-750 – 156 hp		21 00
Dump Truck	2008 Dump Truck F750 – 156 hp		21 00
Dump Truck	2012 Dump Truck F750		21 00
Winch Truck *	1995 Ford Winch Truck F 800 - 190 hp		21 00
Used to haul Heavy Equipment/Trailers to and from job site as needed			
MX 135 Tractor	Case Tractors 4 x 4 MX 2007	135 hp	29 00
		W/rake	33 00
M 135 Tractor	Kubota Tractor 4 x 4 2012	W/PTO	75 00
Front End Loaders /Tractors	2012 New Holland U-80	85 hp	26 00
	2008 Caterpillar 3054C – 4x4	W/rake	30 00
	2011 Case 570 MT 4x4	W/PTO	66.00
John Deere Tractor/Mower	1986 Brush Hog Tractor – 56 hp		12 00
John Deere Tractor/Mower	2008 Tractor Mower w/auger 90 hp		16 00
Beach Cleaning Machine	1997 Kossbohrer Beach Sanitizing/Cleaning Machine -PTO Driven		51 00
Beach Cleaning Machine	2001 Kossbohrer Beach Sanitizing/Cleaning Machine-PTO Driven		51 00
Backhoe/Front End Loader/Escav	1993 John Deere 310 - 75 hp		24 00
Backhoe/Front End Loader/Escav	2006 John Deere Model 624J - 165 hp		44 00
Dozer	2008 Caterpillar Dozer - 100 hp		40 50
Maintainer	2006 Volvo 12' Maintainer - 134 hp		32 50
Driven to/from job site			
Gradall/Excavator	2010 Gradall XL4100 Excavator - 233 hp		64 00
Driven to/from job site			
Trailer	2010 Dump Trailer (Texas Pride) – 14,000 lbs carrying capacity		10 00
Haul Heavy Equipment and trash			
Trailer	2010 Dump Trailer (Texas Pride) – 14,000 lbs carrying capacity		10 00
Haul Heavy Equipment and trash			
Trailer - (Parks Dept )	R&D Haul Trailer – 9,092 lbs		8 50
Tractor - (Parks Dept )	2006 John Deer- Bush Hog/Batwing – 70 hp		12 00
Pick-up - (Parks Dept )	2004 Ford Pick-up F-350 – 1 ton		12 00
Pick-up - (Parks Dept )	2006 Ford Pick-up F-150 – ½ ton		9 50
Ranger (Parks Dept )	2009 Polaris Ranger700 XP – 40 hp		2 50

PASSED AND APPROVED this 18th day of September, 2012

  
 Mark Henry, County Judge

ATTEST  
  
 Dwight Sullivan, County Clerk

Galveston County Beach Cleaning Proposal  
FY 2013

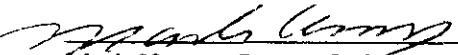
The Galveston County Road & Bridge - Beach Maintenance Department maintains 136,959 linear feet of public beach abutting the Gulf of Mexico, which is maintained by five full time employees on a weekly basis. The county owns and operates the following equipment that is regularly used for maintenance: two Farm Type Tractors (135 hp) fitted with front-end loaders and three point hitch rakes; three Front End Loaders/Tractors with three point hitch rakes, two Beach Tech Litter removal machines, two Four wheel drive crew cab pick-up trucks, two 4 yard end dump trailers, Maintainer; Dump trucks, 1 Front End loaders, winch truck and trailer.

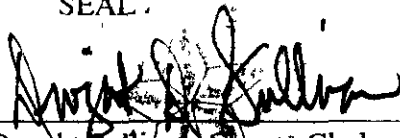

The litter is removed by hand or the Beach Tech machine, and is transported by the pick-up trucks and dump trailers to roll off containers for disposal. There are 189 beach barrels along the beach emptied two times a week in April, three times a week in March, May, June, July, August and September, and one time a week in October, November, December, January and February. The county sub-contracts the disposal of the beach barrels. In addition to that, the county sub-contracts litter picking crews to hand pick litter during the six summer months including major holiday events such as Spring Break, Memorial Day, Fourth of July and Labor Day.

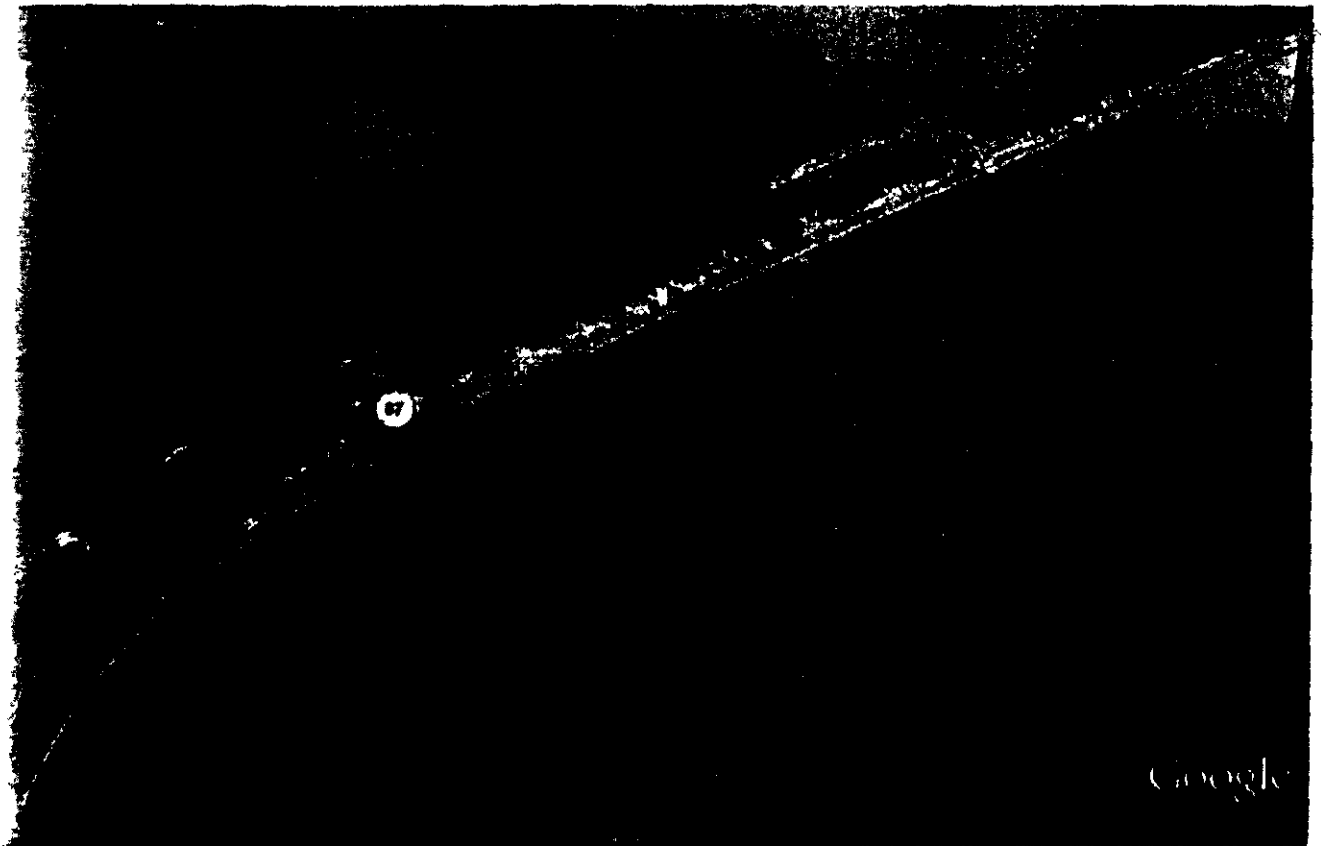
All beach access roads are maintained by scraping the drift sand and returning it to the beach between the line of vegetation and mean high tide.

During high tides and extreme seaweed, additional employees and equipment are used to rake, pile, and place the seaweed along the dune line. The county supplies additional employees and equipment to remove and dispose of the bagged trash picked up from the Texas Adopt a Beach Program after their clean up twice a year.

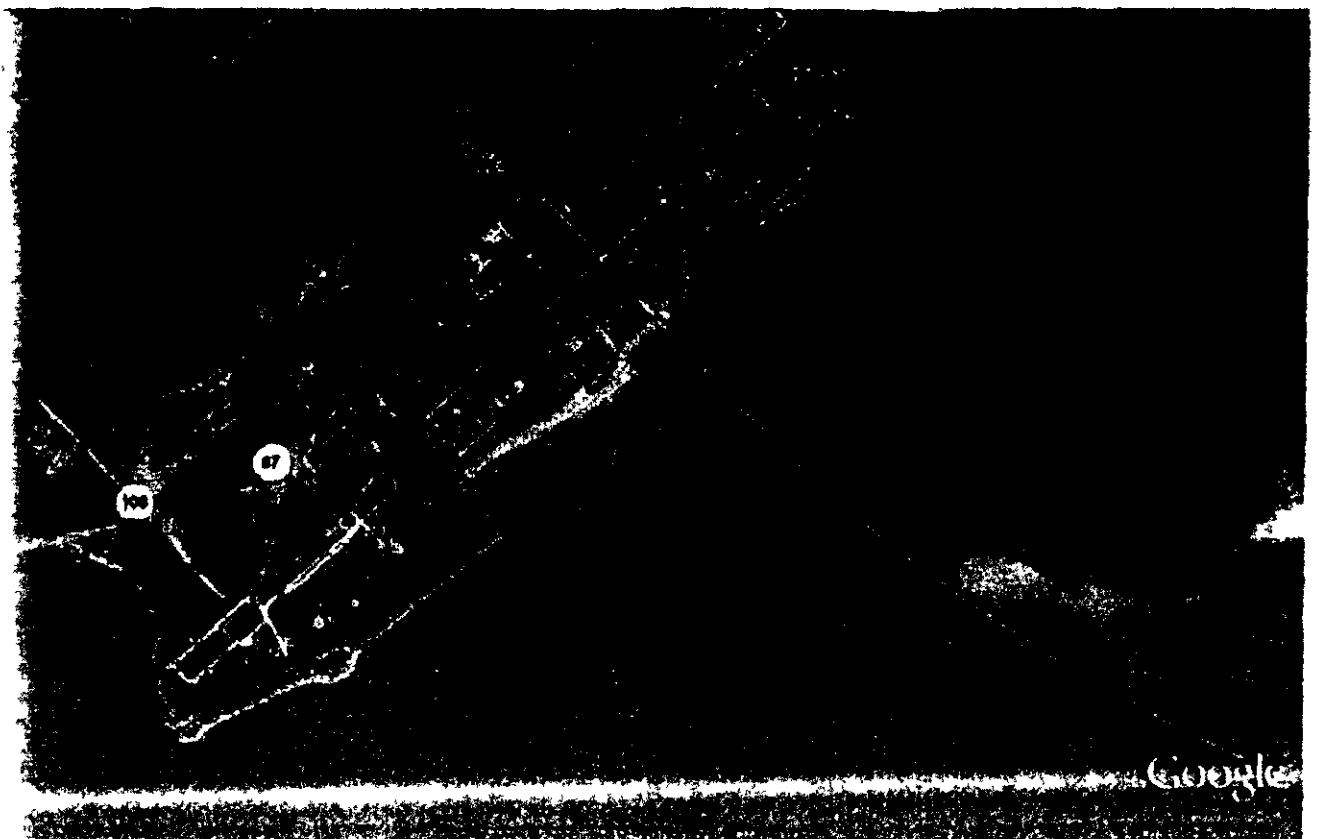
PASSED AND APPROVED this 18th day of September 2012

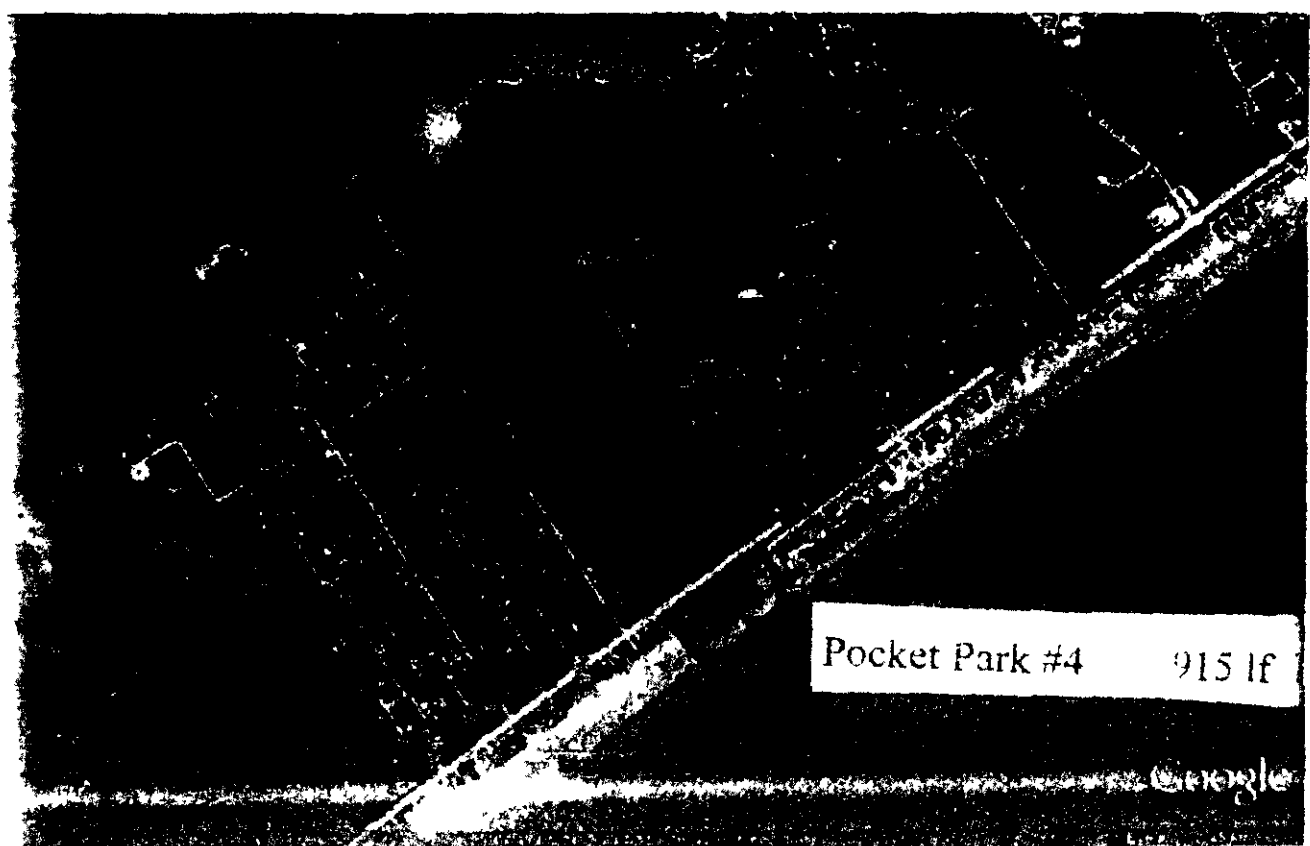
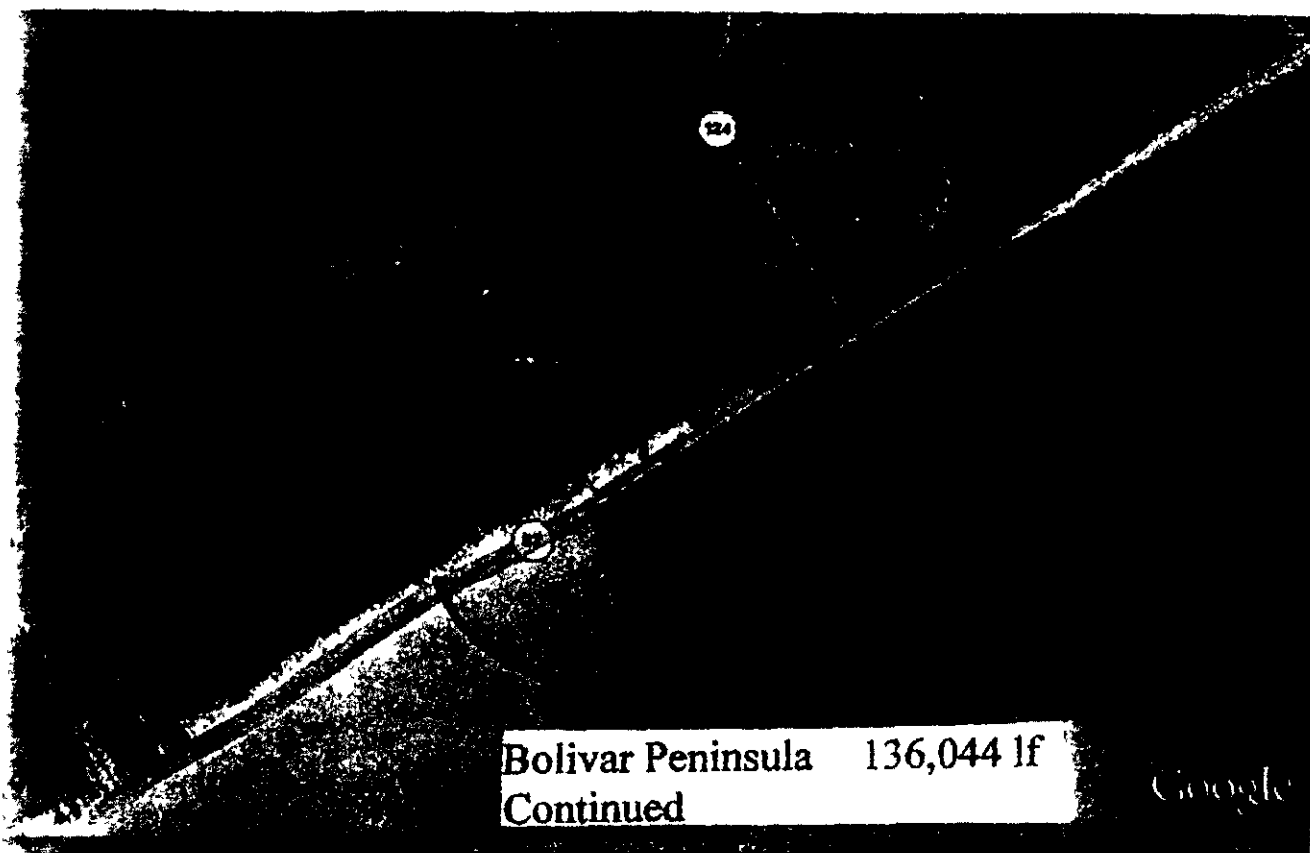
  
Mark Henry, County Judge

SEAL  
  
Dwight Sullivan, County Clerk  




Bolivar Peninsula 136,044 lf





136,044 If Bolivar Peninsula

915 If Pocket Park 4

136,959 If Total

AGENDA

ITEM

#32a





# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	9/13/12	Department	Sheriff's				
Renewal Contract	YES	Orgkey	1101-211160		Object Code	5481000	
Contract Start Date	July, '12	Vendor	Productivity Center, Inc				
Contract End Date	July, '13	Vendor No	703165 (Productivity Center, Inc.)		Contract No		
Description	TCLEDDS Assistant system access for peace officer licensing & in-service education data management						
Contract # Issued By Purchasing				Requested Legal Review		Yes _____ No _____ XX _____	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
General - Sheriff's Training, Contract Svc	1101	315	315	315	315		
Totals		315	315	315	315	-	-
Total Cost		315					

Approved By	Date	Signature
Department Head	9/13/12	<i>[Signature]</i>
Purchasing Agent	9-13-12	<i>[Signature]</i>
County Legal		
Contract listed in Budget Documentation (Yes/No) <span style="margin-left: 20px;">(Yes)</span>		
County Budget Office	<i>[Signature]</i> <span style="margin-left: 20px;">9/13/2012</span>	



**FREDDIE POOR**  
**Sheriff**  
**Galveston County**

September 12, 2012

TO           The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court  
              of Galveston County

RE           Support Agreement – Productivity Center, Inc

Gentlemen

Please accept this letter and attached information regarding renewal of a long-standing support agreement with Productivity Center, Inc

This agreement continues our access to TCLEDDS, the state system through which the Sheriff's Office processes all peace officer, county jailer, and telecommunicator licensing, as well as management and reporting of all in-service training to the Texas Commission on Law Enforcement Standards and Education

Funding for this agreement already exists in the Sheriff's FY 2012 budget

Your favorable consideration of this matter is appreciated, and please contact me at x2369 should any questions arise

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo", is located below the main body of the letter.

Maj Ray Tuttoilmondo  
Bureau Commander, Support Services/Administration

*To Protect and Serve*

**THE PRODUCTIVITY CENTER, INC.**

10850 Richmond Ave  
Suite 285  
Houston, TX 77042  
USA

**INVOICE**

Invoice Number **GCSD37112**  
Invoice Date **May 1, 2012**  
Page **1**

Voice 713-939-9777  
Fax 713-939-9099

<b>Bill To:</b>
Galveston Co Shenffs ATTN LT BETTY FREY 601 54th Street, Suite 1113 Galveston, TX 77551

<b>Ship to:</b>
Galveston Co Shenffs ATTN LT BETTY FREY 601 54th Street, Suite 1113 Galveston, TX 77551

Customer ID	Customer PO	Payment Terms	
GCSD003		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			5/31/12

Quantity	Item	Description	Unit Price	Amount
1 00		JULY 2012 - JULY 2013 TCLEDDS ASSISTANT SUPPORT AGREEMENT RENEWAL FEE	315 00	315 00
Subtotal				315 00
Sales Tax				
Total Invoice Amount				315 00
Payment/Credit Applied				
<b>TOTAL</b>				<b>315.00</b>

Check/Credit Memo No

PR # CR 208392



MAY 1, 2012

VICTOR A MACEO  
GALVESTON CO SHERIFFS DEPT  
601 54ST Suite 1113  
GALVESTON, TX 77551

This is a reminder that your TCLEDDS Assistant Support Agreement subscription that began on 7/27/2011 is up for renewal. Please remember that with your annual support agreement your agency will receive all revisions released and technical support during the following year as stated in your original TCLEDDS Assistant contract. Discontinuation of this *optional* support agreement will result in a fee for any out of scope technical support and subsequent revisions.

Attached is an invoice for your next year's support agreement. **If this invoice has reached you in error or you will not be renewing your support agreement for another year, please notify us at least 30 days in advance from your start date.** If you have any questions, please contact me at 800-975-0599 or email at [tcledds@prodctr.com](mailto:tcledds@prodctr.com). We look forward to serving you for another year.

Sincerely,

Francine Morones  
TCLEDDS Sales Rep

Your original TCLEDDS Assistant start date was 7/27/2011

TCLEDDS Assistant Support Price	\$315.00
<hr/>	
<b>Total:</b>	<b>\$315.00</b>

**Productivity Center Inc**  
*Your Resource for Complete Technology Solutions*  
10850 Richmond Ave Suite 285  
Houston, Texas 77042  
713-939-9777 800-975-0599  
email [tcledds@prodctr.com](mailto:tcledds@prodctr.com) fax 713-939-9099

# TCLEDDS Assistant



Proposal prepared for:

**Galveston Co. Sheriffs**

**Wednesday, September 12, 2012**

The following quote is good for 30 days from the date above and should not exceed the total dollar amount below

	Quantity	Price	Total
Client Desktop Licenses	0	\$449 / \$300 ea additional after 2 <sup>nd</sup>	\$
Client Desktop Licenses		\$300 ea additional after 2 <sup>nd</sup>	\$
Population of Past Rosters		\$200	\$
Support Agreement*	Annually (optional)	\$315	\$315.00
<b>Proposal Total</b>			<b>=\$315.00</b>

TCLEDDS™ is currently being used by TCLEOSE for collecting, tracking and distributing officer data to all agencies in the state of Texas. Productivity Center, Inc. was contracted in 1998 by TCLEOSE to create and maintain this system and is a registered QISV with the state of Texas. Productivity Center, Inc. is a sole source provider for the TCLEDDS™ system to TCLEOSE and its agencies.

Note: Crystal Reports 8.0, if owned by the department, can be used to create custom reports. If your department does not own Crystal Reports and needs additional reports Productivity Center, Inc. can create more custom reports for an additional fee.

Support Agreement Terms: Annual Support Agreement service is available for TCLEDDS Assistant™ and is an optional service. Galveston Co. Sheriffs must request these services through an authorized signature.

\* Optional receipt of minor upgrades to the TCLEDDS ASSISTANT™ (for example, 2.1 to 2.2) Productivity Center, Inc. to provide 30 days' notice to Galveston Co. Sheriffs of minor upgrade releases of SOFTWARE PRODUCT.

Electronic support (email and/or Internet) for non-programming questions (up to 20 electronic messages per month, limited to 5 hours per month of response and/or research) depending upon number of sites or separate locations where installed.

- Telephone support for technical questions requiring technical verbal responses and clarifications applicable to the Galveston Co. Sheriffs for technical computer environment(s) for up to 2 hours per month.

Please Sign below if in agreement to proposal and fax back to 713-939-9099 with a check number, PO number, or request for an invoice.

Signature: 

P O # \_\_\_\_\_



**Productivity Center Inc.**

*Your Resource for Complete Technology Solutions*

10850 Richmond Ave. Suite 285 Houston, Texas 77042 713-939-9777 800-975-0599 email: tcledcs@prodctr.com

AGENDA

ITEM

#33a

NO  
BACK – UP  
PROVIDED

AGENDA

ITEM

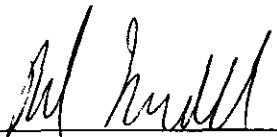
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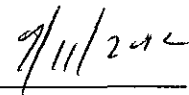
**Galveston County, Texas**  
**Consideration of Budget Amendments for**  
**Tuesday, September 18, 2012**  
**As Submitted by the Budget Officer**

<b>Fiscal Year</b>	<b>Amendment #</b>	<b>Description</b>
<b>2012</b>	<b>12-076-0918-A</b>	<b>County Extension</b> – Request to transfer budget from Supplies and Materials, Postage and Travel and Education to Temporary Help to cover expenditures through the end of the fiscal year 2012.
<b>2012</b>	<b>13-001-0918-A</b>	<b>County Extension</b> – Request to transfer budget from Salaries, Fringe Benefits and Budgeted Reserves to Temporary Help and Fringe Benefits to cover expenditures through the fiscal year 2013.
<b>2012</b>	<b>13-002-0918-B</b>	<b>Finance and Administration</b> – Request to transfer budget from General Government - Certification Pay and Fringe Benefits to General Government, District Attorney, and Constables – Salaries, and Fringe Benefits to cover expenditures through the fiscal year 2013.

Approved by: \_\_\_\_\_

  
Mel Trammell, Director of  
Finance and Administration

Date: \_\_\_\_\_



AGENDA

ITEM

#34aA1

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department _____	County Extension _____	Amendment No 12-076-0918-A
Date Submitted _____	September 5, 2012	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Request to transfer budget from Supplies and Materials Postage, and Travel and Education to Temporary Help to cover expenditures through the end of the FY2012

**This budget amendment does not increase the budget for FY 2012.**

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item		
1101-610200-5310000	Supplies and Materials	16,468	
1101-610200-5311140	Postage	1,500	
1101-610200-5496100	Travel and Education	2,000	
<b>TOTAL - Transfer Amount</b>		<b>\$ 19,968</b>	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item		
1101-610200-5120001	Temporary Help	19,968	
<b>TOTAL - Transfer Amount</b>		<b>\$19,968</b>	

**ADDITIONAL COMMENTS**

This is a budget request to transfer budget from various accounts which include Supplies and Materials, Postage, and Travel and Education to Temporary Help to cover expenditures through the end of fiscal year 2012.

As of September 5, 2012, the total expenditures in Temporary Help is \$30,931 (206% of expenditures) in the year 2011, the total expenditures in Temporary Help was \$34,153

Description	Supplies and Materials	Postage	Travel and Education	Temporary Help
Beginning Balance, 2012 Adopted Budget	\$36,500	\$1,500	\$4,400	\$15,000
Budget Amendment - BA 12-076-0918-A	-16,468	-1,500	-2,000	19,968
Total expenditures and encumbrances to date	14,152	0	0	30,931
Balance upon approval	<u>\$5,880</u>	<u>\$0</u>	<u>\$2,400</u>	<u>\$4,037</u>
Expenditures in FY 2011	\$25,395	\$0	\$0	\$34,153

Departmental Authorization William M. Johnson Date 9/21/2012

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

Budget Office Authorization [Signature] Date 9/11/2012

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved 9/18/12

AGENDA

ITEM

#34aA2

**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	County Extension	Amendment No. 13-001-0918-A
Date Submitted	September 10, 2012	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Request to transfer budget from Salaries, Fringe Benefits and Budgeted Reserves to Temporary Help and Fringe Benefits to cover expenditures through the fiscal year 2013

**This budget amendment does not increase the budget for FY 2013**

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. General Fund	Line Item		
1101-810200-5100000	Salaries	15,544	
1101-810200-5153000	Pension	1,605	
1101-810200-5154000	Alternate Plan	952	
1101-810200-5151000	Group Health Insurance	5,916	
1101-920180-5030000	Budgeted Reserves	6,192	
<b>TOTAL - Transfer Amount</b>		<b>\$ 30,209</b>	

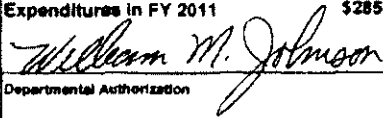
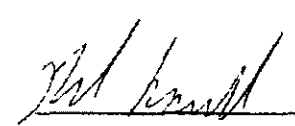
Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No. General Fund	Line Item		
1101-810200-5120001	Temporary Help	30,000	
1101-810200-5152102	Medicare - FICA	209	
<b>TOTAL - Transfer Amount</b>		<b>30,209</b>	

**ADDITIONAL COMMENTS**

This is a budget request to transfer budget from various accounts which include Salaries, Medicare-FICA, Pension, Alternate Plan, Group Health, and Budgeted Reserves to Temporary Help, Medicare-FICA and Alternate Plan to cover expenditures through fiscal year 2013. The County Extension was approved a part-time position in the 2013 Adopted Budget; the County Extension needs would be best served by a Temporary Help category instead of one part-time position as stated by the County Extension Coordinator.

Description	Salaries	Medicare - FICA	Pension	Alternate Plan	Group Health Insurance	Budgeted Reserves	Temporary Help
Beginning Balance, 2013							
Adopted Budget	\$319,100	\$5,000	\$33,100	\$28,100	\$59,200	\$20,000,000	\$0
Budget Amendment - BA 13-01-0918-A	-15,544	209	-1,605	-952	-5,916	-6,192	30000
Balance upon approval	<u>\$303,556</u>	<u>\$5,209</u>	<u>\$31,495</u>	<u>\$27,148</u>	<u>\$53,284</u>	<u>\$19,993,808</u>	<u>\$30,000</u>

Expenditures in FY 2012 as of 9/10/2012	\$281,126	\$4,290	\$10,580	\$23,341	\$43,779	\$18,857,200	\$30,931
Expenditures in FY 2011	\$285,028	\$4,687	\$11,081	\$25,477	\$45,471	\$14,217,952	\$34,153

 9/21/2012  
 Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_  
 N/A  
 Human Resource Department \_\_\_\_\_ Date \_\_\_\_\_  
 9/11/12  
 Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks:

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved 9/18/12

AGENDA

ITEM

#34aB

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Budget Office	Amendment No 13-002-0918-B
Date Submitted	September 10, 2012	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Request to transfer budget from Certification Pay and Fringe Benefits in General Government to Salaries and Fringe Benefits in General Government, District Attorney and Constables to cover expenditures through the fiscal year 2013.

**This budget amendment does not increase the budget for FY 2013**

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No General Fund	Line Item See Attached Schedule	47,738	—
TOTAL - Transfer Amount		\$ 47,738	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No General Fund	Line Item See Attached Schedule	47,738	—
TOTAL - Transfer Amount		\$ 47,738	

**ADDITIONAL COMMENTS**

This is a budget request to transfer budget from various accounts which include General Government - Certification Pay, Medicare-FICA, Pension, and Alternate Plan to General Government, District Attorney and Constables - Salaries, Medicare-FICA, Pension and Alternate Plan to cover expenditures through the fiscal year 2013.

The Human Resources Department will present the policy on Certification Pay which is to include the Investigators and the Constables to Commissioners Court on September 18, 2012. The Certification Pay and Fringe Benefits for the Investigators and Constables was included in the 2013 Adopted Budget in the Cost Center - General Government.

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_  
N/A  
Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 9/11/2012  
Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved 9/18/12

# Galveston County Personnel Fiscal Year 2013

Fund	Cost Center	Description of Fund/Cost Center	PSN	Budget/ Actual Certification Pay-5100000	Budget/ Actual Certification FICA-Medicare 5152102	Budget/ Actual Certification Pension - 5154000	Budget/ Actual Certification Alternate Plan - 5153000	Budget /Actual Total Certification Pay and Fringe Benefits
1101	110000	2013 Adopted Budget		\$63,000	\$914	\$6,502	\$5,522	\$75,938
Estimated Certification Pay and Fringe Benefits for Fiscal Year 2013								
1101	110000	General Government	1 25	\$150	\$2	\$15	\$13	\$180
1101	127100	District Attorney	4	\$7,200	\$104	\$744	\$632	\$8,680
1101	223110	Constable Precinct #1	2	\$0	\$0	\$0	\$0	\$0
1101	223200	Constable Precinct #2	2	\$3,600	\$52	\$372	\$316	\$4,340
1101	223300	Constable Precinct #3	4	\$4,200	\$60	\$434	\$368	\$5,062
1101	223400	Constable Precinct #4	3	\$5,400	\$78	\$558	\$474	\$6,510
1101	223500	Constable Precinct #5	2	\$1,200	\$18	\$124	\$106	\$1,448
1101	223900	Constable Precinct #6	2	\$1,800	\$26	\$186	\$158	\$2,170
1101	223700	Constable Precinct #7	4 25	\$2,850	\$42	\$294	\$250	\$3,436
1101	223800	Constable Precinct #8	8	\$13,200	\$190	\$1,364	\$1,158	\$15,912
Total Estimated Certification Pay and Fringe Benefits For Fiscal Year 2013			32 5	\$39,600	\$572	\$4,091	\$3,475	\$47,738
Total - Budget Remaining in General Government after approval of Budget				\$23,400	\$342	\$2,411	\$2,047	\$28,200
Auto Crimes Task Force								
2864	211127	Grant	1	\$1,800	\$26	\$186	\$158	\$2,170
Total - Auto Crimes Task Grant				\$1,800	\$26	\$186	\$158	\$2,170